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1 HUONG LE NGUYEN,  
2 HAVING BEEN DULY SWORN, TESTIFIED AS FOLLOWS:  
3 EXAMINATION  
4 BY MS. ZIEK:  
5 Q. Dr. Le, my name is Robin Ziek, and I represent  
6 KME Holdings, LLC. Do you understand, that ma'am?  
7 **A. That you are represent, yes.**  
8 Q. Okay. That I am the attorney for them?  
9 **A. Yes.**  
10 Q. Okay. Dr. Le, I'm going to ask you -- or I'm  
11 going to go through a series of admonishments with you.  
12 Have you ever had your deposition taken before?  
13 **A. Yes.**  
14 Q. Okay. So do you recall the admonishments they  
15 gave you, that you must give a verbal answer to my  
16 questions so that the court reporter can take it down?  
17 Correct?  
18 **A. Yes.**  
19 Q. Okay. Would you also agree with me that if you  
20 don't understand a question that I'm asking, that you will  
21 ask me to rephrase it or to ask it again until you  
22 understand the question so that you give a truthful answer  
23 to that? Can we have that agreement?  
24 **A. Yes.**  
25 Q. Can we also have the agreement that if you want

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1 to take a break at any point in time to talk to your  
2 lawyer, to go to the restroom, or just to take a break  
3 from the questioning, that if there is a question that has  
4 been asked, that you will answer that question before you  
5 ask to take a break? Can we have that agreement?  
6 **A. Yes.**  
7 Q. Okay. Can we also have the agreement that you  
8 will allow me to finish my questions before you begin your  
9 answer so that the court reporter takes it down in a clear  
10 manner?  
11 **A. Yes.**  
12 Q. Can I have that agreement?  
13 **A. Yes.**  
14 Q. Okay. Could you state your full name for the  
15 record, ma'am?  
16 **A. Dr. Huong, H-U-O-N-G, Le, L-E, Nguyen,**  
17 **N-G-U-Y-E-N.**  
18 Q. Okay. Do you normally go by Dr. Le?  
19 **A. Yes.**  
20 Q. Would it be okay if I call you Dr. Le today?  
21 **A. Yes.**  
22 Q. Okay. Dr. Le, are you related to any of the  
23 other guarantors in this suit, the other defendants?  
24 **A. What do you mean by "related"?**  
25 Q. Okay. Are any of them your children?

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1 **A. I don't know what the defendant -- I know myself**  
2 **is.**  
3 Q. Okay. Are you married, ma'am?  
4 **A. Yes.**  
5 Q. Who are you married to?  
6 **A. Minh Nguyen, M-I-N-H N-G-U-Y-E-N.**  
7 Q. Okay. Do you have any children, ma'am?  
8 **A. Yes.**  
9 Q. How many?  
10 **A. Two.**  
11 Q. And what are their names?  
12 **A. Michael, M-I-C-H-A-E-L, Nguyen. Same last name.**  
13 Q. Okay. And your daughter's name?  
14 **A. Michelle, M-I-C-H-E-L-L-E, Nguyen, N-G-U-Y-E-N.**  
15 Q. Okay. Are either --  
16 MS. FALCON: Do you need her to speak up?  
17 (Discussion off the record.)  
18 Q. (BY MS. ZIEK) Dr. Le, is Michael Nguyen married?  
19 **A. Who? My son?**  
20 Q. Yes, ma'am.  
21 **A. No.**  
22 Q. He's not married. Is he a doctor?  
23 **A. No.**  
24 Q. Michelle Nguyen, is she married?  
25 **A. No.**

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1 Q. Is she a doctor?  
2 **A. No.**  
3 Q. Is your husband a doctor?  
4 **A. Yes.**  
5 Q. Where do you and Mr. Nguyen -- Dr. Nguyen reside?  
6 **A. 50 Palmer Crest Drive, The Woodlands 77381.**  
7 Q. Are you the only two parties that live in that  
8 residence?  
9 **A. Yes.**  
10 (Exhibit 21 marked.)  
11 Q. (BY MS. ZIEK) Dr. Le, it's my understanding that  
12 you are here today in accordance with Exhibit 21. Let me  
13 show you. And it's the only copy I have, unfortunately.  
14 The other copies are for an earlier date.  
15 Prior to coming here, Dr. Le, have you seen  
16 that document?  
17 **A. Yes. I -- I'm...**  
18 MS. FALCON: Yes.  
19 **THE WITNESS: Yes.**  
20 MS. FALCON: Sorry.  
21 **A. Yes. Yes.**  
22 Q. (BY MS. ZIEK) Okay. And, Dr. Le, on the very  
23 back, attached to it, is the subpoena duces tecum. And  
24 your counsel was nice enough to provide me those documents  
25 early on with a response. Do you recall providing

<p style="text-align: right;">Page 9</p> <p>1 documents pursuant to that subpoena duces tecum?</p> <p>2 <b>A. I don't think I've seen this.</b></p> <p>3 Q. Okay. We'll go through it in a minute, but let's</p> <p>4 go back to your background a little bit and then we'll go</p> <p>5 through the listing on the back of the notice of</p> <p>6 deposition.</p> <p>7 Are you originally from the United States?</p> <p>8 <b>A. No.</b></p> <p>9 Q. Where were you born, ma'am?</p> <p>10 <b>A. Vietnam.</b></p> <p>11 Q. And when did you come to the United States?</p> <p>12 <b>A. 1975.</b></p> <p>13 Q. Okay. And how old would you have been in 1975?</p> <p>14 <b>A. 13.</b></p> <p>15 Q. Where did you go to college, ma'am?</p> <p>16 <b>A. Rice University.</b></p> <p>17 Q. And what year did you graduate?</p> <p>18 <b>A. 1981.</b></p> <p>19 Q. And what degree did you have in 1981 from Rice</p> <p>20 University?</p> <p>21 <b>A. Bachelor of Arts.</b></p> <p>22 Q. Okay. Did you subsequently go to medical school?</p> <p>23 <b>A. Yes.</b></p> <p>24 Q. Okay. What medical school did you attend?</p> <p>25 <b>A. Baylor College of Medicine.</b></p>	<p style="text-align: right;">Page 11</p> <p>1 <b>A. Family practice.</b></p> <p>2 Q. Are you boarded in family practice?</p> <p>3 <b>A. I was until I retire.</b></p> <p>4 Q. Okay. And when did you retire, Dr. Le?</p> <p>5 <b>A. I think 1998. And then I went back to reinstate</b></p> <p>6 <b>during COVID time.</b></p> <p>7 Q. So approximately 2019 or 2020 --</p> <p>8 <b>A. I'm sorry. 2018 or 2019 -- I cannot remember --</b></p> <p>9 <b>I retire. And then COVID hits and then I went back to</b></p> <p>10 <b>reinstate to help out with COVID.</b></p> <p>11 Q. Okay. So you didn't retire in 1998?</p> <p>12 <b>A. No, no, I'm sorry 20 -- I'm sorry, not 1998.</b></p> <p>13 <b>2018 or 2019, I cannot remember.</b></p> <p>14 Q. Okay. And when you retired, when you said you</p> <p>15 gave up your license, did you just put it in an inactive</p> <p>16 status?</p> <p>17 <b>A. Correct.</b></p> <p>18 Q. When did you marry your husband?</p> <p>19 <b>A. I don't remember. I remember April 2nd was our</b></p> <p>20 <b>anniversary, 19, oh I was in -- 1989 or '88, one of those</b></p> <p>21 <b>years.</b></p> <p>22 Q. So pretty close to when you finished your</p> <p>23 residency?</p> <p>24 <b>A. No, medical school.</b></p> <p>25 Q. Medical school, okay.</p>
<p style="text-align: right;">Page 10</p> <p>1 Q. And what years did you go to Baylor College of</p> <p>2 Medicine?</p> <p>3 <b>A. I graduate in 1985.</b></p> <p>4 Q. Okay. And in 1985 when you graduated, did you</p> <p>5 then do a residency in any specialty?</p> <p>6 <b>A. Yes.</b></p> <p>7 Q. What residency did you do?</p> <p>8 <b>A. Family practice.</b></p> <p>9 Q. Okay. Did you subsequently do any fellowships?</p> <p>10 <b>A. No.</b></p> <p>11 Q. Once you completed your residency -- was your</p> <p>12 residency also done at Baylor College of Medicine?</p> <p>13 <b>A. No.</b></p> <p>14 Q. Where was your residency done?</p> <p>15 <b>A. Montgomery County Foundation in Conroe, Texas.</b></p> <p>16 Q. And when did your residency end?</p> <p>17 <b>A. 19 -- I'd say 1992. Oh, I take it back. I think</b></p> <p>18 <b>all my dates are mixed up.</b></p> <p>19 <b>I graduate from Rice in 1985. I graduate</b></p> <p>20 <b>from Baylor in 1989. And I finished my residency in 1992.</b></p> <p>21 Q. Okay. And when you finished your residency, did</p> <p>22 you then go to work for a doctor or did you go to work for</p> <p>23 a hospital?</p> <p>24 <b>A. I went to work for a group of doctors.</b></p> <p>25 Q. Okay. And what was your primary practice?</p>	<p style="text-align: right;">Page 12</p> <p>1 Is your husband boarded in anything?</p> <p>2 <b>A. I don't know. You'd have to ask him. I know</b></p> <p>3 <b>he's a radiologist.</b></p> <p>4 Q. Have you and your husband ever worked together in</p> <p>5 the same group of doctors before?</p> <p>6 <b>A. We have our own separate practices.</b></p> <p>7 Q. Okay. What was the name of the group that you</p> <p>8 originally worked for when you got through with your</p> <p>9 residency in '92?</p> <p>10 <b>A. Red Oak Family Practice.</b></p> <p>11 Q. And who owned Red Oak Family Practice?</p> <p>12 <b>A. It was a group of doctors. I don't know who</b></p> <p>13 <b>owned it back then.</b></p> <p>14 Q. Okay. Did you subsequently buy into Red Oak</p> <p>15 Family Practice?</p> <p>16 <b>A. There was a physician who retired, Dr. Lewis</b></p> <p>17 <b>Foxhall, and I did buy in, yes.</b></p> <p>18 Q. And how long were you with Red Oak Family</p> <p>19 Practice?</p> <p>20 <b>A. From 1992 to -- I don't remember. It's been so</b></p> <p>21 <b>long.</b></p> <p>22 Q. Okay, ma'am. When -- after you left Red Oak</p> <p>23 Family Practice, did you sell your portion to another</p> <p>24 doctor?</p> <p>25 <b>A. I don't know. I think Red Oak Family Practice</b></p>

<p style="text-align: right;">Page 13</p> <p><b>1 become 1960 Family Practice.</b></p> <p>2 Q. Did you buy out the other physicians?</p> <p><b>3 A. Yes.</b></p> <p>4 Q. So when it became 1960 Family Practice, how many</p> <p>5 owners were there?</p> <p><b>6 A. It was myself, originally.</b></p> <p>7 Q. Did the ownership subsequently change?</p> <p><b>8 A. Yes.</b></p> <p>9 Q. When did it change, ma'am?</p> <p><b>10 A. I don't remember.</b></p> <p>11 Q. Okay. Who else was an owner of 1960 Family</p> <p>12 Practice?</p> <p><b>13 A. Quoc Le.</b></p> <p>14 Q. And that's spelled, for the court reporter,</p> <p>15 Q-U-O-C -- and what was his last name?</p> <p><b>16 A. Le, L-E.</b></p> <p>17 Q. Okay. Was that person any relationship to you?</p> <p><b>18 A. No.</b></p> <p>19 Q. And how much of 1960 Family Practice did the</p> <p>20 other Dr. Le own?</p> <p><b>21 A. I don't remember.</b></p> <p>22 Q. Was it more than 50 percent, ma'am?</p> <p><b>23 A. No.</b></p> <p>24 Q. Did Quoc Le subsequently leave 1960 Family</p> <p>25 Practice?</p>	<p style="text-align: right;">Page 15</p> <p>1 Practice?</p> <p><b>2 A. No.</b></p> <p>3 Q. At any point in time did Dr. Quoc Le and Alex</p> <p>4 Nguyen together own 50 percent of 1960 Family Practice?</p> <p><b>5 A. No.</b></p> <p>6 Q. So at all points in time you were the majority</p> <p>7 shareholder in 1960 Family Practice. Is that a correct</p> <p>8 statement?</p> <p><b>9 A. Yes.</b></p> <p>10 Q. Okay. Did Dr. Alex Nguyen subsequently leave</p> <p>11 1960 Family Practice?</p> <p><b>12 A. Yes.</b></p> <p>13 Q. Do you recall what date?</p> <p><b>14 A. I don't remember -- 2018 to 2019. I don't</b></p> <p><b>15 remember exact date.</b></p> <p>16 Q. Okay. Did you buy out Dr. Nguyen's portion of</p> <p>17 the practice?</p> <p><b>18 A. No.</b></p> <p>19 Q. So what happened to Dr. Nguyen's shares of stock</p> <p>20 in 1960 when he left?</p> <p><b>21 A. They were still there.</b></p> <p>22 Q. Setting aside the issue of the bankruptcy right</p> <p>23 now, is it your statement that if -- if 1960 Family</p> <p>24 Practice was not in bankruptcy, that Dr. Alex Nguyen would</p> <p>25 still own shares of stock in it?</p>
<p style="text-align: right;">Page 14</p> <p><b>1 A. Yes.</b></p> <p>2 Q. Do you recall when Dr. Quoc Le left?</p> <p><b>3 A. I don't remember when.</b></p> <p>4 Q. Was it before 2018, ma'am?</p> <p><b>5 A. Yes.</b></p> <p>6 Q. Did you buy his portion of the practice back,</p> <p>7 ma'am?</p> <p><b>8 A. Yes.</b></p> <p>9 Q. And so after Dr. Quoc Le left, you were then a</p> <p>10 hundred percent owner of 1960 Family Practice again,</p> <p>11 correct?</p> <p><b>12 A. No.</b></p> <p>13 Q. Okay, ma'am. Who else was an owner?</p> <p><b>14 A. Alex Nguyen.</b></p> <p>15 Q. Okay. Did Dr. Nguyen, Dr. Alex Nguyen -- let me</p> <p>16 just use first and last names. Did Dr. Alex Nguyen buy</p> <p>17 into the practice?</p> <p><b>18 A. Yes.</b></p> <p>19 Q. Do you recall when?</p> <p><b>20 A. I don't remember.</b></p> <p>21 Q. Okay. Was there a time that you, Dr. Quoc Le,</p> <p>22 and Alex Nguyen owned 1960 Family Practice?</p> <p><b>23 A. Yes.</b></p> <p>24 Q. At any of those times did either Dr. Quoc Le or</p> <p>25 Dr. Alex Nguyen own more than 50 percent of 1960 Family</p>	<p style="text-align: right;">Page 16</p> <p><b>1 A. Yes.</b></p> <p>2 Q. Would the statement still be true as far as</p> <p>3 Dr. Quoc Le?</p> <p><b>4 A. No, Dr. Quoc Le was bought out.</b></p> <p>5 Q. Okay. And he was bought out by you and Dr. Alex</p> <p>6 Nguyen?</p> <p><b>7 A. And Dr. Annie Hoang. Dr. Annie Hoang came to</b></p> <p><b>8 replace Dr. Quoc Le.</b></p> <p>9 Q. So did Dr. Annie Hoang, when she replaced</p> <p>10 Dr. Quoc Le, did she buy his stock or did the company buy</p> <p>11 the stock back and reissue stock to her?</p> <p><b>12 A. The company bought the stock back and reissue to</b></p> <p><b>13 her.</b></p> <p>14 Q. Was she reissued the same amount of stock that</p> <p>15 Dr. Quoc Le had?</p> <p><b>16 A. No.</b></p> <p>17 Q. Was it more or less?</p> <p><b>18 A. Less.</b></p> <p>19 Q. Again, setting aside the bankruptcy proceeding,</p> <p>20 if 1960 Family Practice was no longer -- or was not in</p> <p>21 bankruptcy, would Dr. Annie Hoang still have her portion</p> <p>22 of 1960 Family Practice?</p> <p><b>23 A. Yes.</b></p> <p>24 Q. So the shareholders of 1960 Family Practice at</p> <p>25 the time the bankruptcy was filed were you, Dr. Le,</p>

<p>Page 17</p> <p>1 correct?</p> <p>2 <b>A. Yes.</b></p> <p>3 Q. Dr. Alex Nguyen, correct?</p> <p>4 <b>A. Correct.</b></p> <p>5 Q. And Dr. Annie Hoang, correct?</p> <p>6 <b>A. Correct.</b></p> <p>7 Q. Did those three -- did all three shareholders</p> <p>8 vote to put 1960 Family Practice, PA, into bankruptcy?</p> <p>9 <b>A. No.</b></p> <p>10 Q. Were they aware that you were going to file</p> <p>11 bankruptcy for 1960 Family Practice?</p> <p>12 <b>A. I don't know.</b></p> <p>13 Q. Okay. Has your medical license ever been</p> <p>14 suspended for any reason, ma'am?</p> <p>15 <b>A. No.</b></p> <p>16 Q. How are you currently employed?</p> <p>17 <b>A. I am an independent contractor.</b></p> <p>18 Q. Okay. When you say you're an independent</p> <p>19 contractor, who are you working for as an independent</p> <p>20 contractor?</p> <p>21 <b>A. For a company that staff emergency room.</b></p> <p>22 Q. So a company that staffs emergency rooms?</p> <p>23 <b>A. Yes.</b></p> <p>24 Q. Okay, ma'am. And what's the name of that</p> <p>25 company?</p>	<p>Page 19</p> <p>1 <b>no to that shift.</b></p> <p>2 Q. How many independent contractors does Viventi</p> <p>3 Med, LLC, have?</p> <p>4 MS. FALCON: Objection. Form.</p> <p>5 <b>A. I don't know.</b></p> <p>6 Q. (BY MS. ZIEK) Would your husband know the</p> <p>7 answers to these questions, ma'am?</p> <p>8 <b>A. I don't know.</b></p> <p>9 Q. Do you or your husband own any other LLCs, ma'am?</p> <p>10 <b>A. Yes.</b></p> <p>11 Q. Okay. Let's start with you, Dr. Le. How many</p> <p>12 LLCs have you been involved with?</p> <p>13 MS. FALCON: Objection. Form.</p> <p>14 <b>A. I don't know.</b></p> <p>15 Q. (BY MS. ZIEK) Would it be more than ten, ma'am?</p> <p>16 <b>A. I cannot -- I don't know.</b></p> <p>17 Q. Okay. How many are you involved with currently?</p> <p>18 <b>A. I don't -- I don't know. I have staff that</b></p> <p>19 <b>handle that. I don't know.</b></p> <p>20 Q. Okay. Who would know the answers to these</p> <p>21 questions of your staff?</p> <p>22 <b>A. Stacy Williams.</b></p> <p>23 Q. And what company does Stacy Williams work for?</p> <p>24 <b>A. She works for Viventi Med, LLC.</b></p> <p>25 Q. And how long have you known Ms. Williams?</p>
<p>Page 18</p> <p>1 <b>A. Viventi Med, LLC.</b></p> <p>2 Q. Could you spell that, please?</p> <p>3 <b>A. Viventi, V-I-V-E-N-T-I, Med, M-E-D, LLC.</b></p> <p>4 Q. Do you have any own ownership in Viventi Med,</p> <p>5 LLC?</p> <p>6 <b>A. I don't think so.</b></p> <p>7 Q. Does your husband have any ownership in Viventi</p> <p>8 Med, LLC?</p> <p>9 <b>A. Yes.</b></p> <p>10 Q. How much of that does your husband own?</p> <p>11 <b>A. I don't know.</b></p> <p>12 Q. Does he have any other members in that LLC with</p> <p>13 him, ma'am?</p> <p>14 <b>A. I don't know.</b></p> <p>15 Q. Where are the offices of Viventi Med, LLC?</p> <p>16 <b>A. I don't know.</b></p> <p>17 Q. You don't know where your employer is, ma'am?</p> <p>18 <b>A. It's -- everything is online. I don't know where</b></p> <p>19 <b>they're located to tell --</b></p> <p>20 Q. Okay. How do you find out where you are supposed</p> <p>21 to go to staff emergency rooms?</p> <p>22 <b>A. They email me.</b></p> <p>23 Q. And what does the email contain?</p> <p>24 <b>A. It says this location needs a physician on this</b></p> <p>25 <b>date and day, can you cover that shift. I can say yes or</b></p>	<p>Page 20</p> <p>1 <b>A. More than 20 years.</b></p> <p>2 Q. Was she originally employed by 1960 Family</p> <p>3 Practice, ma'am?</p> <p>4 <b>A. Yes.</b></p> <p>5 Q. And how long was she with 1960 Family Practice?</p> <p>6 <b>A. More than 20 years. I would think until the day</b></p> <p>7 <b>it filed for bankruptcy.</b></p> <p>8 Q. After it filed for bankruptcy, did your husband</p> <p>9 hire Ms. Williams?</p> <p>10 MS. FALCON: Objection. Form.</p> <p>11 Q. (BY MS. ZIEK) Well, who at Viventi Medical, LLC,</p> <p>12 hired Ms. Williams?</p> <p>13 MS. FALCON: Objection. Form.</p> <p>14 Q. (BY MS. ZIEK) You can answer the question,</p> <p>15 ma'am.</p> <p>16 MS. FALCON: If you know.</p> <p>17 <b>A. I don't know.</b></p> <p>18 Q. (BY MS. ZIEK) Well, how did Ms. Williams know</p> <p>19 that there was an opening at Viventi Med, LLC?</p> <p>20 MS. FALCON: Objection. Form.</p> <p>21 <b>A. She hired -- they hire me as an independent</b></p> <p>22 <b>contractor to staff emergency room, and I'm also their</b></p> <p>23 <b>medical director for the emergency room.</b></p> <p>24 Q. (BY MS. ZIEK) When you say you're the medical</p> <p>25 director for the emergency room, what emergency room?</p>



<p style="text-align: right;">Page 21</p> <p>1 <b>A. Houston Medical Emergency Room.</b></p> <p>2 Q. And where is that located?</p> <p>3 <b>A. 2306 Rayford Road, Spring, Texas 77386.</b></p> <p>4 Q. And who hired you as the medical director for</p> <p>5 that emergency room, ma'am?</p> <p>6 <b>A. The director of human resources.</b></p> <p>7 Q. And who was that, ma'am?</p> <p>8 <b>A. Melissa Igo.</b></p> <p>9 Q. And how long have you known Melissa Igo?</p> <p>10 <b>A. More than five years.</b></p> <p>11 Q. Has Melissa Igo ever worked for 1960 Family</p> <p>12 Practice?</p> <p>13 <b>A. Yes.</b></p> <p>14 Q. Other than working as the medical director for</p> <p>15 the emergency room Houston Medical Room and working for</p> <p>16 Viventi Med, LLC, do you hold any other positions?</p> <p>17 <b>A. No. I do through my various LLC but not as a</b></p> <p>18 <b>pay -- payroll position..</b></p> <p>19 Q. Well, as an independent contractor, ma'am, are</p> <p>20 you a 1099 employee or a W-2?</p> <p>21 <b>A. I am a -- both. I am a W-2. No, I'm sorry, I</b></p> <p>22 <b>think I'm a W-2.</b></p> <p>23 Q. So you are not an independent contractor?</p> <p>24 <b>A. Yeah, I'm not an independent contractor. I think</b></p> <p>25 <b>originally I was an independent contractor, but I changed</b></p>	<p style="text-align: right;">Page 23</p> <p>1 practice?</p> <p>2 <b>A. No.</b></p> <p>3 Q. Do you have any businesses with your children?</p> <p>4 <b>A. I don't understand the question.</b></p> <p>5 Q. Okay, ma'am. I'll get to it in a second.</p> <p>6 Allergy of Texas, LLC, what is that, ma'am?</p> <p>7 <b>A. It's an LLC.</b></p> <p>8 Q. Okay. And who runs that LLC?</p> <p>9 <b>A. I do. I do. I'm the manager.</b></p> <p>10 Q. You're the managing member?</p> <p>11 <b>A. No, not managing. Manager.</b></p> <p>12 Q. Okay. So is that LLC managed by managers and not</p> <p>13 members, then?</p> <p>14 <b>A. Correct.</b></p> <p>15 Q. Okay. Are you the only member of Allergy of</p> <p>16 Texas, LLC? I'm sorry, let me rephrase it.</p> <p>17 Are you a member of Allergy of Texas, LLC?</p> <p>18 <b>A. I don't know.</b></p> <p>19 Q. Who would know, ma'am?</p> <p>20 <b>A. Stacy Williams. It's an unpaid position, so I</b></p> <p>21 <b>don't know.</b></p> <p>22 Q. And what does Allergy of Texas, LLC, do?</p> <p>23 <b>A. It's a management company/staffing.</b></p> <p>24 Q. And what does it staff?</p> <p>25 <b>A. It staff the administrative staff, like billing,</b></p>
<p style="text-align: right;">Page 22</p> <p>1 <b>my status to W-2.</b></p> <p>2 Q. And when was that status changed?</p> <p>3 <b>A. I don't remember.</b></p> <p>4 Q. Was it within the last 12 months, ma'am?</p> <p>5 <b>A. I don't -- it will be on the record. I don't</b></p> <p>6 <b>remember when.</b></p> <p>7 Q. Okay, ma'am. How long have you worked for</p> <p>8 Viventi Medical, LLC?</p> <p>9 <b>A. Since COVID hit in 2019 -- I'm sorry, 2020.</b></p> <p>10 Q. Was it before or after you sold the assets of</p> <p>11 1960 Family Practice to United Memorial Medical Center?</p> <p>12 <b>A. After.</b></p> <p>13 Q. And how long have you been the medical director</p> <p>14 for the emergency room?</p> <p>15 <b>A. One year or so, since -- ever since I was hired</b></p> <p>16 <b>with Viventi Med. It was -- I remember it was during</b></p> <p>17 <b>COVID time, when they need someone to be the medical</b></p> <p>18 <b>director.</b></p> <p>19 Q. And would that be, again, after you sold the</p> <p>20 assets to UMMC?</p> <p>21 <b>A. Yes.</b></p> <p>22 Q. Have you ever worked for your husband in any of</p> <p>23 his LLCs?</p> <p>24 <b>A. No, I don't think so.</b></p> <p>25 Q. So you've never done anything with his radiology</p>	<p style="text-align: right;">Page 24</p> <p>1 <b>collection, accounting.</b></p> <p>2 Q. And how long has Allergy of Texas -- how long</p> <p>3 have you been the manager of Allergy of Texas, LLC?</p> <p>4 <b>A. Since 2019, after 1960 Family Practice sold to</b></p> <p>5 <b>United Memorial Group.</b></p> <p>6 Q. Okay. Was Allergy of Texas, LLC, in existence</p> <p>7 prior to you selling 1960 Family Practice's assets to</p> <p>8 UMMC?</p> <p>9 MS. FALCON: Objection. Form.</p> <p>10 <b>A. Yes.</b></p> <p>11 Q. (BY MS. ZIEK) Were you the manager of it when</p> <p>12 you were also a shareholder in 1960 Family Practice, PA?</p> <p>13 <b>A. I don't remember.</b></p> <p>14 Q. You don't remember whether you were managing it</p> <p>15 when you were working for 1960 Family Practice, PA?</p> <p>16 <b>A. Yes. Allergy of Texas was created to hire</b></p> <p>17 <b>allergists to do allergy testing for 1960 Family Practice.</b></p> <p>18 Q. And when did its purpose change?</p> <p>19 <b>A. 2019, after UMMC bought 1960 Family Practice.</b></p> <p>20 Q. So, in 2019, you, as the manager, changed the</p> <p>21 purpose of Allergy of Texas, LLC, to become a staffing</p> <p>22 company versus hiring allergists to do allergy testing?</p> <p>23 <b>A. Correct.</b></p> <p>24 Q. And how many people does Allergy of Texas, LLC,</p> <p>25 employ?</p>

<p>Page 25</p> <p>1 <b>A. When? During what period?</b></p> <p>2 Q. I'm sorry. From -- let's start out in 2018,</p> <p>3 before COVID.</p> <p>4 <b>A. I think it didn't have anyone. I'm sorry.</b></p> <p>5 <b>Allergy of Texas created to hire allergists to do allergy</b></p> <p>6 <b>testing. For a short period of time in the mid 2000, they</b></p> <p>7 <b>have done a little bit of allergy testing. And then they</b></p> <p>8 <b>stop. And then it was -- it has no employee.</b></p> <p>9 <b>UMMC bought out 1960 Family Practice asset</b></p> <p>10 <b>in 2019, September 2019. The billing and collections</b></p> <p>11 <b>staff, Stacy Williams and Melissa Igo, move from 1960</b></p> <p>12 <b>Family Practice to Allergy of Texas and they create a</b></p> <p>13 <b>payroll for administrative and billing staff since</b></p> <p>14 <b>September 19th -- since September 2019.</b></p> <p>15 Q. So Stacy Williams and Michelle Igo never went to</p> <p>16 work for UMMC, correct?</p> <p>17 <b>A. Melissa Igo.</b></p> <p>18 Q. I'm sorry. Melissa.</p> <p>19 <b>A. No, they did not.</b></p> <p>20 Q. Did 1960 Family Practice ever own a pharmacy?</p> <p>21 <b>A. Yes.</b></p> <p>22 Q. And what was the name of the pharmacy?</p> <p>23 <b>A. Express Specialty Pharmacy.</b></p> <p>24 Q. Did that specific pharmacy supply all of the</p> <p>25 pharmaceutical needs of 1960 Family Practice?</p>	<p>Page 27</p> <p>1 Q. Is that pharmacy still ongoing?</p> <p>2 <b>A. It was sold to UMMC in 2021.</b></p> <p>3 Q. And who were the members of Express Specialty,</p> <p>4 LLC?</p> <p>5 <b>A. It was myself and my husband.</b></p> <p>6 Q. Were you sending any of your patients to Express</p> <p>7 Specialty, LLC?</p> <p>8 <b>A. I stopped practicing medicine, seeing patients</b></p> <p>9 <b>since 2016, so, no, I would not. I don't have patients.</b></p> <p>10 Q. Were you recommending that the doctors who worked</p> <p>11 for 1960 Family Practice send their patients to have</p> <p>12 their -- to have their prescriptions filled at Express</p> <p>13 Specialty, LLC?</p> <p>14 <b>A. No, because they're sending to their pharmacy at</b></p> <p>15 <b>Express Specialty that's owned by the Family Practice.</b></p> <p>16 <b>The other pharmacy was not located inside the Suite 105</b></p> <p>17 <b>where the Family Practice is.</b></p> <p>18 Q. Okay. Where was this pharmacy located?</p> <p>19 <b>A. It was located in a different location at Spring.</b></p> <p>20 Q. Did you have any family member or relative</p> <p>21 working at the Express Specialty, LLC, pharmacy?</p> <p>22 <b>A. Yes.</b></p> <p>23 Q. Who was working there?</p> <p>24 <b>A. Briefly my daughter. She's a pharmacist.</b></p> <p>25 Q. And when did she cease working there?</p>
<p>Page 26</p> <p>1 <b>A. No. It's a retail pharmacy. It fills</b></p> <p>2 <b>prescription like Walgreens or CVS --</b></p> <p>3 Q. Okay.</p> <p>4 <b>A. -- for the patients of 1960 Family Practice.</b></p> <p>5 Q. So that's where 1960 Family Practice would send</p> <p>6 the patients to have their prescriptions filled?</p> <p>7 <b>A. If the patient choose that.</b></p> <p>8 Q. Okay. Is that pharmacy still in existence today?</p> <p>9 <b>A. No.</b></p> <p>10 Q. When did that pharmacy cease to exist?</p> <p>11 <b>A. November 2019 or December 2019. By the end of</b></p> <p>12 <b>2019, it was closed.</b></p> <p>13 Q. Okay. And why was the pharmacy closed?</p> <p>14 <b>A. Because the pharmacy was losing money.</b></p> <p>15 Q. How long had the pharmacy been losing money,</p> <p>16 ma'am?</p> <p>17 <b>A. For a year -- a year or more.</b></p> <p>18 Q. Have you ever opened any other pharmacy?</p> <p>19 <b>A. Yes.</b></p> <p>20 Q. When was that pharmacy opened?</p> <p>21 <b>A. When? I don't remember. 20 -- in the mid 2000s.</b></p> <p>22 <b>I cannot remember the exact date.</b></p> <p>23 Q. So in the mid 2000s, what other pharmacy did you</p> <p>24 open?</p> <p>25 <b>A. Express Specialty, LLC.</b></p>	<p>Page 28</p> <p>1 <b>A. I cannot remember. Sometime, I think, 20 -- I</b></p> <p>2 <b>think she worked there 2019 after UMMC bought out the</b></p> <p>3 <b>Family Practice pharmacy.</b></p> <p>4 Q. Did your daughter originally work for the</p> <p>5 pharmacy Express Specialty Pharmacy that 1960 owned?</p> <p>6 <b>A. I don't remember. I don't know.</b></p> <p>7 Q. You don't remember if your daughter worked for</p> <p>8 the pharmacy you owned?</p> <p>9 <b>A. No, because all pharmacy are managed by the</b></p> <p>10 <b>pharmacist in charge.</b></p> <p>11 Q. All right. Who was the pharmacist in charge?</p> <p>12 <b>A. His name -- it was Marcia Smith. And then it</b></p> <p>13 <b>was -- she resigned and Freeman -- somebody named Freeman</b></p> <p>14 <b>something.</b></p> <p>15 Q. And who hired the managing pharmacist?</p> <p>16 <b>A. They have a manager there. Her name is Julia</b></p> <p>17 <b>Valdez.</b></p> <p>18 Q. And so you would not have been the person who</p> <p>19 would have ever interviewed the pharmacist that worked</p> <p>20 either for Express Specialty Pharmacy and/or Express</p> <p>21 Specialty, LLC. Is that a correct statement?</p> <p>22 <b>A. I don't get involved in the day-to-day operation.</b></p> <p>23 Q. That wasn't the question, ma'am.</p> <p>24 MS. ZIEK: Objection. Nonresponsive.</p> <p>25 Q. (BY MS. ZIEK) The question was did you ever</p>

<p style="text-align: right;">Page 29</p> <p>1 interview the pharmacists for those positions?</p> <p>2 <b>A. No.</b></p> <p>3 Q. Including your daughter?</p> <p>4 <b>A. Marcia interview my daughter.</b></p> <p>5 Q. Where does your daughter currently work?</p> <p>6 <b>A. She went -- after that -- she was there for --</b></p> <p>7 <b>very briefly as a relief -- they call a relief pharmacist.</b></p> <p>8 Q. Yes, ma'am.</p> <p>9 <b>A. And then she went to work at Kroger Pharmacy.</b></p> <p>10 Q. And I believe your earlier testimony is your</p> <p>11 daughter is not married. Is that correct?</p> <p>12 <b>A. Correct.</b></p> <p>13 Q. Does she have a significant other she lives with?</p> <p>14 MS. FALCON: Objection. Form.</p> <p>15 <b>A. I think that's...</b></p> <p>16 Q. (BY MS. ZIEK) Do you have any grandkids, ma'am?</p> <p>17 <b>A. No, I don't.</b></p> <p>18 Q. Texas Radiology Associates, who owns that</p> <p>19 business, ma'am?</p> <p>20 <b>A. My husband.</b></p> <p>21 Q. Was that business started while you were in --</p> <p>22 while you were married to him?</p> <p>23 <b>A. I don't know.</b></p> <p>24 Q. I think you earlier testified that you and your</p> <p>25 husband got married out of medical school, correct?</p>	<p style="text-align: right;">Page 31</p> <p>1 Houston, LLC, own?</p> <p>2 <b>A. I don't understand the question.</b></p> <p>3 Q. Does it own the hospital, ma'am?</p> <p>4 <b>A. Yes.</b></p> <p>5 Q. And where is that hospital located?</p> <p>6 <b>A. It's on Red Oak.</b></p> <p>7 Q. And how many beds does that hospital have?</p> <p>8 <b>A. 16.</b></p> <p>9 Q. Who runs the hospital Providence Hospital of</p> <p>10 North Houston, LLC? Who operates it?</p> <p>11 <b>A. CEO, COO.</b></p> <p>12 Q. And are the CEO and the COO -- excuse me, are</p> <p>13 they employees of Providence Hospital of North Houston,</p> <p>14 LLC, or a different entity?</p> <p>15 <b>A. They were employed by TMMS staffing that staff</b></p> <p>16 <b>the Providence Hospital of North Houston.</b></p> <p>17 Q. And do you-all have any interest in that staffing</p> <p>18 company?</p> <p>19 <b>A. Yes.</b></p> <p>20 MS. FALCON: Objection. Form.</p> <p>21 <b>A. TMMS.</b></p> <p>22 Q. (BY MS. ZIEK) Is that a yes?</p> <p>23 <b>A. Yes.</b></p> <p>24 Q. Is TMMS an LLC also?</p> <p>25 <b>A. Yes.</b></p>
<p style="text-align: right;">Page 30</p> <p>1 <b>A. Yes.</b></p> <p>2 Q. Was your husband a practicing physician, a</p> <p>3 practicing radiologist at the time you got married?</p> <p>4 <b>A. He just finished his residency.</b></p> <p>5 Q. Have you been continuously married to your</p> <p>6 husband since you got married out of medical school?</p> <p>7 <b>A. Yes, yes.</b></p> <p>8 Q. Who owns Providence Hospital of North Houston,</p> <p>9 LLC?</p> <p>10 <b>A. It's a partnership. It's an LLLC who owns it.</b></p> <p>11 Q. I understand it's an LLC, ma'am. Do you have</p> <p>12 membership interests in that LLC?</p> <p>13 <b>A. Yes.</b></p> <p>14 Q. And how much of Providence Hospital of North</p> <p>15 Houston do you own?</p> <p>16 <b>A. I don't remember.</b></p> <p>17 Q. Is it more than 50 percent, ma'am?</p> <p>18 <b>A. I don't think so.</b></p> <p>19 Q. Who are the other members?</p> <p>20 <b>A. My husband.</b></p> <p>21 Q. So between you and your husband, you own a</p> <p>22 hundred percent of Providence Hospital of North Houston,</p> <p>23 LLC. Is that a correct statement?</p> <p>24 <b>A. Yes.</b></p> <p>25 Q. And what does Providence Hospital of North</p>	<p style="text-align: right;">Page 32</p> <p>1 Q. And who owns TMMS LLC?</p> <p>2 <b>A. Myself. Myself and my husband.</b></p> <p>3 Q. Does TMMS LLC also provide the doctors for</p> <p>4 Providence Hospital of North Houston?</p> <p>5 <b>A. No.</b></p> <p>6 Q. Who provides the doctors?</p> <p>7 <b>A. Doctors are not being hired by the hospital.</b></p> <p>8 <b>Hospital cannot hire the physician. Against corporate</b></p> <p>9 <b>practice of medicine.</b></p> <p>10 Q. Okay. So are the doctors independent contractors</p> <p>11 who have staff privileges there?</p> <p>12 <b>A. We don't call them independent contractor. Any</b></p> <p>13 <b>doctors can apply for staff privileges and they get staff</b></p> <p>14 <b>privileges.</b></p> <p>15 Q. Do you know how many doctors at Providence</p> <p>16 Hospital of North Houston have staff privileges there?</p> <p>17 <b>A. Between active and courtesy, over 200.</b></p> <p>18 Q. (BY MS. ZIEK) Dr. Le, let me show you --</p> <p>19 MS. ZIEK: Our lease is in there?</p> <p>20 MS. FALCON: Yeah, yeah.</p> <p>21 MS. ZIEK: Okay. So tell me what number</p> <p>22 they are.</p> <p>23 MS. FALCON: B2 is Number 2.</p> <p>24 MS. ZIEK: Okay.</p> <p>25 MS. FALCON: B3 is Number 3.</p>



<p style="text-align: right;">Page 33</p> <p>1 Q. (BY MS. ZIEK) I'm going so show you just --</p> <p>2 we're going to already have these in the record, but I</p> <p>3 want you to have these in front of you.</p> <p>4 MS. FALCON: You need these two?</p> <p>5 MS. ZIEK: I'll just give her copies.</p> <p>6 They're the same ones.</p> <p>7 Q. (BY MS. ZIEK) Let me show you what has been</p> <p>8 marked as B1 and B2.</p> <p>9 MS. FALCON: B2 and B3.</p> <p>10 MS. ZIEK: I'm sorry, B2 and B3.</p> <p>11 Q. (BY MS. ZIEK) Have you seen these documents</p> <p>12 prior to coming here today?</p> <p>13 <b>A. Yes.</b></p> <p>14 Q. Okay. What are they, ma'am?</p> <p>15 <b>A. They are -- this is the lease for Building 2 on</b></p> <p>16 <b>847 FM 1960.</b></p> <p>17 Q. Okay. And B3?</p> <p>18 <b>A. B3? I don't have B3. Okay.</b></p> <p>19 Q. It's right there.</p> <p>20 <b>A. Okay.</b></p> <p>21 MS. FALCON: Do we need a stapler?</p> <p>22 MS. ZIEK: We couldn't staple them. They</p> <p>23 weren't going through all the way, so unless you have a</p> <p>24 really thick one. That's why we put paper clips on them.</p> <p>25 <b>A. I don't see the difference.</b></p>	<p style="text-align: right;">Page 35</p> <p>1 understand the terms and conditions of them, ma'am?</p> <p>2 MS. FALCON: Objection. Form.</p> <p>3 <b>A. I have lawyer who review the lease.</b></p> <p>4 Q. (BY MS. ZIEK) Okay. And based on whatever</p> <p>5 advice your lawyer gave you, did you understand your</p> <p>6 lawyer's advice?</p> <p>7 <b>A. I don't understand the question. What do you</b></p> <p>8 <b>mean?</b></p> <p>9 Q. Okay, ma'am. Before you entered into this, had</p> <p>10 you made yourself aware of everything you thought you</p> <p>11 needed to be aware of before you signed it?</p> <p>12 MS. FALCON: Objection. Form.</p> <p>13 <b>A. I had the lease review by the lawyer, and I ask</b></p> <p>14 <b>him, is this okay? And he said, it looks fine.</b></p> <p>15 Q. (BY MS. ZIEK) Okay. So could you turn to</p> <p>16 page 21, ma'am.</p> <p>17 MS. FALCON: Of which exhibit?</p> <p>18 MS. ZIEK: I'm sorry, of either one, either</p> <p>19 B2 or B3. They're still the same.</p> <p>20 MS. FALCON: Let's be clear.</p> <p>21 Q. (BY MS. ZIEK) Go ahead and turn to B2, page 21.</p> <p>22 <b>A. Okay.</b></p> <p>23 Q. Did you understand when you entered into this</p> <p>24 agreement that if you were going to assign either B2 or</p> <p>25 B3, either lease, that you needed the consent of the</p>
<p style="text-align: right;">Page 34</p> <p>1 Q. (BY MS. ZIEK) Did I hand you two of the same</p> <p>2 kind? One would have handwriting that says "Building 2"</p> <p>3 at the top.</p> <p>4 <b>A. Yes.</b></p> <p>5 Q. And the other one would be Building 3 with the B3</p> <p>6 in the first paragraph.</p> <p>7 <b>A. Yes. Yes.</b></p> <p>8 Q. Okay. Do your signatures appear on each of these</p> <p>9 documents, ma'am, on behalf of 1960 Family Practice, PA?</p> <p>10 <b>A. It is shown on the last page, right here.</b></p> <p>11 Q. Well, it looks like it's on page 34 of my copy --</p> <p>12 <b>A. Correct.</b></p> <p>13 Q. -- on B2, correct?</p> <p>14 <b>A. Correct.</b></p> <p>15 Q. And it looks like it's also on page 34 on B3,</p> <p>16 correct?</p> <p>17 <b>A. Hold on. Hold on. Correct.</b></p> <p>18 Q. Okay, ma'am. And these lease agreements were</p> <p>19 originally with Broadstone FMFP Texas B2, LLC, and</p> <p>20 Broadstone FMFP Texas B3, LLC, correct?</p> <p>21 <b>A. Correct.</b></p> <p>22 Q. And were these leases for buildings on 1960</p> <p>23 that -- 1960 Family Practice was utilizing?</p> <p>24 <b>A. Yes.</b></p> <p>25 Q. Okay. When you signed these agreements, did you</p>	<p style="text-align: right;">Page 36</p> <p>1 landlord?</p> <p>2 MS. FALCON: Objection. Form.</p> <p>3 <b>A. I'm not a lawyer, so I don't know what that</b></p> <p>4 <b>means.</b></p> <p>5 Q. (BY MS. ZIEK) Okay, ma'am. Let's just read the</p> <p>6 first paragraph.</p> <p>7 <b>A. Okay.</b></p> <p>8 Q. A starts out with "Tenant" --</p> <p>9 Was 1960 Family Practice PA the tenant?</p> <p>10 <b>A. Yes.</b></p> <p>11 Q. Okay.</p> <p>12 -- "may not assign, mortgage, or pledge this</p> <p>13 lease, voluntarily or involuntarily, whether by operation</p> <p>14 of law or otherwise, or sublet any of the leased premises</p> <p>15 at any time, to any other person in each case without the</p> <p>16 prior written consent of landlord, which consent shall not</p> <p>17 be unreasonably withheld, conditioned, or delayed provided</p> <p>18 that..." and then it continues on, correct, ma'am?</p> <p>19 <b>A. Yes.</b></p> <p>20 Q. Did I read that correctly?</p> <p>21 <b>A. Yes.</b></p> <p>22 Q. So you, 1960, understood that you could not</p> <p>23 assign this lease, correct, without the consent of the</p> <p>24 landlord?</p> <p>25 <b>A. Did I assign the lease?</b></p>

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1 Q. I'm asking did you understand that provision when  
 2 you signed this, ma'am?  
 3 MS. FALCON: Objection. Form.  
 4 **A. I understand that I may not assign, mortgage, or**  
 5 **pledge, voluntarily or involuntarily, whether by operation**  
 6 **of law or otherwise, is exactly what's written in here.**  
 7 Q. (BY MS. ZIEK) Okay. And that you could not  
 8 sublet any of the lease premises at any time without the  
 9 consent of the landlord, correct?  
 10 **A. I don't think we ever sublease out to anyone**  
 11 **without consent.**  
 12 Q. Okay. That's what I'm asking. You understood  
 13 that if you were going to sublease, you had to go get the  
 14 landlord's consent, correct?  
 15 MS. FALCON: Objection. Form.  
 16 Q. (BY MS. ZIEK) Did you or did you not understand,  
 17 ma'am, that you needed the landlord's consent to sublet  
 18 any portion of premises in either Building 2 or 3?  
 19 MS. FALCON: Objection. Form.  
 20 Q. (BY MS. ZIEK) You can still answer, ma'am.  
 21 **A. Like I said, I do things with -- whenever I do**  
 22 **something, I ask my lawyer.**  
 23 Q. Okay, ma'am.  
 24 **A. And if my lawyer say yes, I say okay. I'm not a**  
 25 **lawyer. I can't do things without having a lawyer say yes**

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1 **or no.**  
 2 Q. Okay. So later on down that paragraph after  
 3 small little 3, iii, "Any assignment, mortgage, or pledge  
 4 of this lease or any subletting of any portion of the  
 5 lease premises without the landlord's prior written  
 6 consent shall be null and void."  
 7 MS. ZIEK: Amy, I think he's trying to give  
 8 you something.  
 9 Q. (BY MS. ZIEK) Do you see that, ma'am?  
 10 **A. Yes, I do see that.**  
 11 Q. Okay. So did you understand in your capacity as  
 12 the president of 1960 that you could not sublet or assign  
 13 any portions of these leases without the landlord's  
 14 consent?  
 15 **A. What I'm saying is that whenever there is that**  
 16 **case, I turn to my lawyer and -- that's it. I don't --**  
 17 **I'm not a lawyer. I'm not a -- I don't read leases. I**  
 18 **listen to my lawyer.**  
 19 Q. Okay. So you didn't read --  
 20 MS. FALCON: Before you move on, don't --  
 21 make sure you don't talk about what your lawyer tells you  
 22 because that is privileged.  
 23 Q. (BY MS. ZIEK) Yeah, that is privileged. I don't  
 24 want you to say that.  
 25 **A. Yes. But that's what I'm trying to say. I --**

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1 **what -- you are trying to ask me to be a lawyer, and I'm**  
 2 **telling you I'm not a lawyer. Every time I do something,**  
 3 **I tell my lawyer and I just -- they do what they need to**  
 4 **do.**  
 5 Q. Okay. So is it your testimony -- did you read  
 6 these agreements before you signed them?  
 7 **A. My lawyer reads them.**  
 8 Q. Okay. Ma'am, that wasn't the question. The  
 9 question was, did you read them?  
 10 **A. I glanced at them, but I don't understand -- even**  
 11 **if you're reading it to me right now, right in front of my**  
 12 **face, and you could repeat it a hundred times, I still**  
 13 **don't understand. I just turn it to my lawyer and my**  
 14 **lawyer tells me yea or nay and they take over.**  
 15 MS. ZIEK: Objection. Responsiveness.  
 16 Do we have the lease guaranties?  
 17 MS. FALCON: Yeah.  
 18 MS. ZIEK: What numbers are they?  
 19 MS. FALCON: 4 is the one dated June 23,  
 20 2011.  
 21 MS. ZIEK: It's B4?  
 22 MS. FALCON: Uh-huh. It's -- no, it's just  
 23 Exhibit 4.  
 24 MS. ZIEK: Okay.  
 25 MS. FALCON: And it's the one for

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1 Building 2.  
 2 MS. ZIEK: Uh-huh.  
 3 MS. FALCON: Exhibit 5 is the one for  
 4 Building 3. And Exhibit 6 is the one with --  
 5 MS. ZIEK: Yeah, the modification.  
 6 MS. FALCON: -- the modification, yeah.  
 7 Q. (BY MS. ZIEK) Okay. Let me show you what has  
 8 been marked as Exhibits 4 and 5 that are already in  
 9 evidence. And I'll get them down there as well. And I'm  
 10 not -- please understand I'm not throwing documents at  
 11 you. I'm trying to get them across the table.  
 12 Please let me know when you are ready so --  
 13 I don't want to --  
 14 MS. FALCON: Do you need any ice water or  
 15 anything?  
 16 **THE WITNESS: I'm good. Can I get another**  
 17 **bottle of water?**  
 18 **A. Yes, ma'am, I'm ready.**  
 19 Q. (BY MS. ZIEK) Okay. Have you seen Exhibits 4  
 20 and 5 before coming here today?  
 21 **A. If I have, been so long ago, I don't remember.**  
 22 Q. Okay. Dr. Le, what did you do to prepare for  
 23 your deposition today?  
 24 **A. I talked to my lawyer.**  
 25 Q. Okay. And other than talking to your lawyer, did

Page 41

1 you review any documents prior to coming here today?

2 **A. No.**

3 Q. I need to ask another question. Are you on any

4 type of medication that would keep you from answering

5 truthfully today?

6 **A. No. I'm on doxycycline antibiotics.**

7 Q. With regard to Exhibit Number 4, ma'am, what is

8 your understanding of what this document is?

9 **A. It's a lease guaranty.**

10 Q. Okay. Is your signature on it on page 5?

11 **A. Yes.**

12 Q. Okay. And is also your signature on page 5 of

13 Exhibit 5?

14 **A. Yes.**

15 Q. In layman's terms, not lawyer terms, what was

16 your understanding of these two documents?

17 **A. That we guarantee a lease.**

18 Q. Okay. And when you say you guaranteed a lease,

19 are we talking about Exhibit B2 and B3?

20 **A. These -- the lease guaranty, yes.**

21 Q. Okay. But what did these guaranties actually

22 guarantee? Were they the leases that are marked as B2 and

23 B3?

24 **A. Yes.**

25 Q. And who were the original guarantors on Exhibit 4

Page 42

1 and 5?

2 **A. On page 5, Huong Le, Quoc Le, and Alex Nguyen.**

3 Q. Okay, ma'am. And what was your understanding of

4 everybody's liability with regard to this lease guaranty?

5 MS. FALCON: Objection. Form.

6 **A. I don't understand, I truly don't.**

7 Q. (BY MS. ZIEK) Did you read this agreement before

8 you signed it, ma'am?

9 **A. My lawyer read it, yes.**

10 MS. ZIEK: Objection. Responsiveness.

11 Q. (BY MS. ZIEK) Did you read this agreement,

12 ma'am, before you signed it?

13 **A. I don't remember.**

14 Q. Okay, ma'am. Under paragraph 3, it says that the

15 "Guarantors waive presentment, demand, protest, notice of

16 default, nonpayment and protest of all demands, notices,

17 and surety defenses generally."

18 Do you see that, ma'am?

19 **A. Yes.**

20 Q. Did you discuss that provision with your lawyer?

21 Not what he said. I'm asking did you discuss that

22 provision with your lawyer?

23 **A. No.**

24 Q. Do you understand that provision as you sit here

25 today?

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1 **A. No.**

2 Q. Okay, ma'am. Going -- continuing down, paragraph

3 number 9, it states that the "Guarantor's liability shall

4 be primary and joint and several with that of the tenant

5 and any other Guarantors on this lease."

6 Do you see that, ma'am?

7 **A. Yes.**

8 Q. Do you understand what "joint and several

9 liability" means?

10 MS. FALCON: Objection. Form.

11 **A. No.**

12 Q. (BY MS. ZIEK) Did you discuss that provision

13 with your lawyer?

14 MS. FALCON: Objection.

15 Don't answer that question. That's a

16 privilege question.

17 Q. (BY MS. ZIEK) I didn't ask what the lawyer said.

18 I asked did you discuss that with your lawyer?

19 MS. FALCON: You may answer that question

20 only.

21 **A. No.**

22 Q. (BY MS. ZIEK) Okay. Then it continues on that

23 "Landlord may proceed against a guarantor under this

24 guaranty without exhausting or initiating any remedy

25 against any other guaranties of the lease."

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1 Do you see that, ma'am?

2 **A. Yes.**

3 Q. Do you understand what that means?

4 **A. No.**

5 Q. And it continues on that it "may proceed against

6 the Tenant, Guarantor, or any other Guarantors under this

7 lease agreement separately or concurrently."

8 Do you understand that, ma'am?

9 **A. No. To me, it's like Chinese. I don't**

10 **understand. I'm not a lawyer. I didn't go to school to**

11 **be a lawyer.**

12 Q. I'm not asking what you understand as a lawyer.

13 I'm not asking you. I'm asking you as a layperson what

14 you understood your obligations under this guaranty would

15 be when you signed it?

16 **A. No. Like I said, if my lawyer said to sign it, I**

17 **sign it.**

18 Q. Okay. And I'm asking a different question,

19 ma'am. Did you understand what your obligations were

20 under this guaranty before you signed it?

21 **A. No.**

22 Q. You didn't understand that the landlord could go

23 against you only, as a guarantor, on all of these causes

24 of action?

25 MS. FALCON: Objection. Form.

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1 **A. No.**  
 2 Q. (BY MS. ZIEK) You didn't understand that even if  
 3 the Court -- even if we added all the guarantors in a  
 4 lawsuit, that we didn't have to proceed against any of  
 5 them; we could proceed against one or none of them?  
 6 MS. FALCON: Objection. Form.  
 7 **A. No.**  
 8 Q. (BY MS. ZIEK) Okay. Number 10 says that the  
 9 "Landlord shall not be required to pursue any remedies it  
 10 may have against the Tenant or pursue security or any  
 11 other parties as a condition to the enforcement of this  
 12 guaranty."  
 13 Did you understand that when you signed it?  
 14 **A. I didn't even understand it today. I don't know**  
 15 **what you're saying.**  
 16 Q. Ma'am, what do you understand your liability to  
 17 be in this lawsuit?  
 18 MS. FALCON: Objection. Form.  
 19 **A. I --**  
 20 MS. FALCON: And don't answer anything that  
 21 you've discussed with us. That would be privileged.  
 22 **A. I thought my liability ends in June -- what is**  
 23 **it, June 2011, which I told Jerry that I would not renew**  
 24 **the lease with the company.**  
 25 Q. (BY MS. ZIEK) Okay. So you think your liability

Page 46

1 ends at a time certain, correct?  
 2 **A. Correct, because I asked my staff --**  
 3 Q. Okay. Again, I want your understanding, not what  
 4 you've asked somebody.  
 5 Okay. Your liability ends at a date  
 6 certain. You understood that. Did you understand that if  
 7 the tenant had monies or obligations owed at the time that  
 8 that date certain ended, that you would be liable for  
 9 them?  
 10 MS. FALCON: Objection. Form.  
 11 **A. No, I did not know that. I did not understand**  
 12 **that either.**  
 13 Q. (BY MS. ZIEK) How many guaranty agreements have  
 14 you signed in your life, ma'am?  
 15 **A. I don't remember.**  
 16 Q. Is it more than five?  
 17 **A. Yes.**  
 18 Q. More than ten, ma'am?  
 19 **A. I don't think so. I don't remember.**  
 20 Q. And what do you believe a guaranty agreement  
 21 does?  
 22 **A. It may sound lame, I don't know. Like I said, I**  
 23 **have lawyers that manage this. Every time there's a**  
 24 **lease, they review it.**  
 25 Q. Have you only signed guaranties in regard to

Page 47

1 leases, ma'am?  
 2 **A. Loans at the bank.**  
 3 Q. Okay. With loans at the bank, what happens if  
 4 the maker defaults on their loan?  
 5 **A. I don't know. Like I said, the lawyer reads it**  
 6 **and they tell me. That's what I have lawyers for.**  
 7 Q. Okay, ma'am. But your lawyers aren't the people  
 8 that are going to be sued if something goes wrong on these  
 9 agreements, correct?  
 10 **A. But they were hired to work for me.**  
 11 Q. I understand they were hired to work for you.  
 12 **A. Correct.**  
 13 Q. I asked you a question. The lawyers aren't the  
 14 ones who are going to be sued on these agreements, are  
 15 they, ma'am?  
 16 **A. I don't know.**  
 17 Q. So is it your testimony before the judge and a  
 18 jury that you don't have any clue what a guaranty  
 19 agreement is?  
 20 **A. No. I have an idea. I just don't know the term.**  
 21 **And I don't sign until a lawyer reads it. And if he say,**  
 22 **yes, it looks fine, then I sign.**  
 23 Q. Okay. What's your idea of what a guaranty  
 24 agreement is, ma'am?  
 25 **A. That we are guarantee to be in a space for a**

Page 48

1 **lease.**  
 2 Q. Are you guarantying the financial obligations of  
 3 the lease, ma'am? Did you understand that?  
 4 **A. Yes.**  
 5 Q. And that if a tenant defaulted, that the landlord  
 6 could look to the guarantors to get payment, did you  
 7 understand that also?  
 8 **A. Yes.**  
 9 Q. Did you understand that the landlord could go  
 10 against you, Dr. Quoc Le, and Alex Nguyen, all together,  
 11 or it could select one of you just to pursue? Were you  
 12 aware of that, ma'am?  
 13 **A. No.**  
 14 Q. Did you discuss -- strike that.  
 15 And it's also your testimony that you didn't  
 16 understand that it was joint and several liability,  
 17 meaning we could recover all of our damages from you if we  
 18 were the landlord versus recover them from Dr. Nguyen or  
 19 Dr. Quoc Le at the time?  
 20 **A. I didn't know that.**  
 21 Q. What did 1960, what -- what did they occupy  
 22 Building 2 for?  
 23 **A. I don't remember, honestly. I don't.**  
 24 Q. So as we sit here today, when you vacated in 2019  
 25 and sold the assets to UMMC September of 2019, you can't

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1 remember what you were utilizing Building 2 for?

2 MS. FALCON: Objection. Form.

3 Q. (BY MS. ZIEK) Is that your statement, ma'am?

4 MS. FALCON: Objection. Form.

5 **A. Yes, because I -- it has so many uses, I don't**

6 **remember. At one point it was our conference room.**

7 **Another point, the IT people stay. Another point, the**

8 **building people move in. I just -- it revolves, like**

9 **going through a revolving door. I don't remember.**

10 Q. (BY MS. ZIEK) Okay. Do you recall what

11 Building 3 was being occupied for?

12 **A. Initially it was for an OB-GYN practice, a pain**

13 **management practice, then become a research. I think even**

14 **some allergies practice. It just, like I say, revolving**

15 **door. I just don't remember what it was used for, but I**

16 **know it was for medical offices.**

17 Q. (BY MS. ZIEK) Okay. And did 1960 continue to

18 occupy Building 2 and 3 through September of 2019?

19 **A. Correct.**

20 Q. Was 1960 Family Practice's medical facility

21 located at that -- those buildings -- located in those

22 buildings? I'm sorry.

23 **A. In Building 1, yes.**

24 Q. Do you recall when Building 2 and 3 were

25 transferred to my client KME Holdings, LLC?

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1 **A. I remember I met with Jerry -- he identified as**

2 **the landlord -- sometime -- I can't remember exact date**

3 **when, but he came by and introduced himself as the new**

4 **landlord.**

5 MS. ZIEK: 21 was the beginning one?

6 MS. FALCON: Yes.

7 (Exhibits 22 & 23 marked.)

8 Q. (BY MS. ZIEK) Let me show you what's been marked

9 as Exhibit 21 and 22. And these are huge, so -- again,

10 not throwing them.

11 REPORTER: Don't you already have a 21?

12 MS. FALCON: Oh, you do. You sure do.

13 MS. ZIEK: Okay. So let's do 22 and 23.

14 MS. FALCON: So 23 is --

15 MS. ZIEK: Okay. Hold on one second. Here

16 we go.

17 Can you read me which exhibits are which?

18 I'm sorry.

19 MS. FALCON: So 22 is Building 3, I believe.

20 MS. ZIEK: And 23 would be Building 2?

21 MS. FALCON: Yes.

22 Q. (BY MS. ZIEK) Can you identify Exhibits 22 and

23 23, ma'am?

24 **A. Tenant and Guarantor Estoppel Certificate.**

25 Q. "Estoppel" certificate?

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1 **A. Oh, "estoppel." Okay.**

2 Q. Okay. Ma'am, does your signature appear on

3 these?

4 **A. On page 5.**

5 Q. Go to the third page, ma'am. And the first three

6 pages aren't -- don't appear to be -- don't appear to have

7 numbers on them, but go to page 3.

8 **A. Yes.**

9 Q. Did you sign as the president of 1960 Family

10 Practice and also as a guarantor on this?

11 **A. Yes.**

12 Q. And who -- whose signatures as guarantors also

13 follows yours on that?

14 **A. Alex Nguyen.**

15 Q. And who else, ma'am?

16 **A. Ann -- Thu A. Hoang.**

17 Q. Is that Annie Hoang, who we've been talking

18 about?

19 **A. Yes.**

20 Q. Okay, ma'am. And what is the date of both

21 Exhibit 23 and -- 22 and 23 -- I'm sorry 23 and 24?

22 MS. FALCON: 22 and 23.

23 Q. (BY MS. ZIEK) 22 and 23?

24 **A. It says March 27, 2018.**

25 Q. Okay, ma'am. Do you recall signing this, signing

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1 both of these documents?

2 **A. It's my signature. I don't remember. This is so**

3 **long ago.**

4 Q. It was approximately four years ago, correct,

5 ma'am?

6 **A. Yes.**

7 Q. Okay, ma'am. On paragraph 2 it basically says,

8 "The Guaranty executed by Guarantors is in full force and

9 effect and constitutes the valid binding and forceable

10 obligations of Guarantors."

11 Do you see that, ma'am?

12 **A. Yes.**

13 Q. Continues to say, "There are no amendments,

14 assignments or modifications of any kind to the guaranty."

15 Is that correct?

16 **A. Correct, it says that here.**

17 Q. "There are no promises, agreements,

18 understandings or commitments between Landlord and

19 Guarantors which are not set forth in the Guaranty."

20 Do you see that as well?

21 **A. Yes.**

22 Q. Okay, ma'am.

23 MS. ZIEK: And I am sure -- I know this is

24 the lease addendum. What number is it?

25 MS. FALCON: I don't think we have that.



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1 MS. ZIEK: Oh, wow. Okay. 24, is that what  
 2 it would be?  
 3 MS. FALCON: Is it the guaranty addendum?  
 4 MR. MATTHEWS: Yes.  
 5 MS. ZIEK: Yes.  
 6 MS. FALCON: Oh, no, no, we do have that.  
 7 MS. ZIEK: That's what I thought.  
 8 MS. FALCON: Sorry. That's Number 6.  
 9 Q. (BY MS. ZIEK) Let me show you, Dr. Le, what's  
 10 been marked as Exhibit Number 6. And, again, I'm not  
 11 throwing this at you. I'm just trying to toss it across  
 12 to get it to you.  
 13 **A. That's fine.**  
 14 Q. Have you ever seen this document, ma'am?  
 15 **A. I don't remember.**  
 16 Q. Okay, ma'am. Do you know what it is?  
 17 **A. No. What is this?**  
 18 Q. Do you recall an occasion where 1960 Family  
 19 Practice requested that Dr. Quoc Le get off as the  
 20 guarantor and that Annie Hoang come on?  
 21 **A. Yes.**  
 22 Q. Do you know if this -- this is the agreement that  
 23 reflects that, ma'am?  
 24 MS. FALCON: Objection. Form.  
 25 **A. I don't know.**

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1 Q. (BY MS. ZIEK) Do you know Dr. Hoang's signature,  
 2 ma'am?  
 3 **A. I don't know.**  
 4 Q. How long did you work with Dr. Hoang?  
 5 **A. More than 15 years.**  
 6 Q. In 15 years of practice, you don't know whether  
 7 that's her signature or not?  
 8 **A. No, we -- no.**  
 9 Q. Okay. Do you understand why you would have  
 10 signed a Tenant and Guarantor Estoppel Certificate that  
 11 said there had been no amendments, assignments, or  
 12 modifications of any kind to the guaranty?  
 13 **A. I don't know. What is estoppel?**  
 14 Q. Estoppel is basically at that point in time --  
 15 that's the status of it at that point in time.  
 16 So, basically, do you know why you were  
 17 signing this Tenant and Guarantor Estoppel Certificate?  
 18 **A. No. Why -- why, I don't know.**  
 19 Q. Do you also understand that you were warranting  
 20 that -- well, that you were representing that there was no  
 21 uncured default, event of default, or breach by the  
 22 landlord or tenant existing under the lease, under  
 23 paragraph 7, of either Exhibit 22 or 23?  
 24 **A. Like I said, this is like Chinese to me. I don't**  
 25 **know. I'm not a lawyer. You're asking me to interpret**

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1 **things I don't know.**  
 2 Q. So is it fair to say you don't know why you  
 3 signed that either?  
 4 **A. I don't. Basically it's this. Whenever there is**  
 5 **a thing, I turn to my lawyer, have them review it. This**  
 6 **looks -- they say sign and I sign.**  
 7 Q. Would you ever discuss the conditions with your  
 8 lawyer of what's in these documents?  
 9 **A. Like what?**  
 10 MS. FALCON: Objection.  
 11 Q. (BY MS. ZIEK) For instance, if there was --  
 12 MS. FALCON: Don't -- don't answer questions  
 13 that she asks you to say what your lawyer and you  
 14 discussed. That's privileged.  
 15 Q. (BY MS. ZIEK) Correct. I'm asking more along  
 16 the lines of would you have told your lawyer if there had  
 17 been a default in the lease?  
 18 MS. FALCON: Don't answer that question.  
 19 That's privileged.  
 20 Q. (BY MS. ZIEK) Okay, ma'am. How would your  
 21 lawyer know one way or the other whether the statements  
 22 herein were true and correct?  
 23 MS. FALCON: That's privileged. Don't  
 24 answer the question.  
 25 **A. I listen to my lawyer, see. I only listen to my**

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1 **lawyer. That's it.**  
 2 Q. (BY MS. ZIEK) Okay, ma'am. But your lawyer is  
 3 not responsible for the statements that are made herein  
 4 and the representations you have made to the landlord and  
 5 any prospective purchaser, are they?  
 6 **A. I don't understand your question.**  
 7 Q. Okay, ma'am. Do you understand what an estoppel  
 8 certificate is?  
 9 **A. Like I told you, I even -- I thought it was**  
 10 **estoppel. I don't know. I don't know what an estoppel**  
 11 **is.**  
 12 Q. Okay, ma'am. It basically describes that the  
 13 tenant and the guarantor gives this tenant and guarantor  
 14 estoppel letter to the landlord and KME Holdings as a  
 15 buyer.  
 16 You understood KME Holdings, LLC, bought  
 17 Buildings 2 and 3, correct?  
 18 **A. Yes.**  
 19 Q. Okay. And as a condition of them buying this,  
 20 that they requested that certain covenants and  
 21 representations be made by you as the guarantor and you  
 22 also as the tenant for 1960 Family Practice. Were you  
 23 aware of that, ma'am?  
 24 **A. No.**  
 25 Q. Do you know if this tenant and estoppel

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1 certificate were signed by you, Alex Nguyen, and Annie  
 2 Hoang at the same time?  
 3 **A. I don't know -- I don't remember. I don't know.**  
 4 Q. Was there any discussion between you, Dr. Nguyen,  
 5 and Annie Hoang about signing this Tenant and Guarantor  
 6 Estoppel Certificate?  
 7 **A. I don't remember. I don't remember.**  
 8 Q. Would there have been any meetings or any notes  
 9 from a meeting that might have been held, had one been  
 10 held, of you discussing the Tenant and Guarantor Estoppel  
 11 Certificate?  
 12 **A. I don't remember. And I don't remember any**  
 13 **minutes or meeting about this.**  
 14 Q. Okay. Did you have any meetings or minutes  
 15 within 1960 Family Practice which would have discussed the  
 16 addendum, which is Exhibit 6 --  
 17 MS. ZIEK: Is that what it was?  
 18 Q. (BY MS. ZIEK) -- Exhibit 6 to the original lease  
 19 guaranties when Annie Hoang went on as the guarantor and  
 20 Quoc Le was taken off?  
 21 **A. I don't remember, and I don't have any minutes**  
 22 **regarding about the lease.**  
 23 Q. Even when the lease was entered into?  
 24 **A. Correct.**  
 25 Q. Did you keep -- did 1960 Family Practice, LLC --

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1 I'm sorry, PA, keep minutes of meetings that they had with  
 2 all the shareholders?  
 3 **A. I don't keep the minutes. If the staff, like**  
 4 **Stacy Williams, were present, then she would put notes.**  
 5 **But myself, no.**  
 6 Q. So is it your testimony that Stacy Williams would  
 7 act as the secretary when you-all had meetings?  
 8 **A. Yes.**  
 9 Q. And to the extent Stacy Williams would be  
 10 present, she would take the notes and file the notes of  
 11 the minutes of the meetings between you, Dr. Nguyen, and  
 12 Dr. Quoc Le at one point and Dr. Annie Hoang at another?  
 13 MS. FALCON: Objection. Form.  
 14 **A. I -- she was not required to take minutes. But**  
 15 **if she does, then she does.**  
 16 Q. (BY MS. ZIEK) And where would those minutes have  
 17 been kept, ma'am?  
 18 **A. I guess -- I don't know where she kept them.**  
 19 Q. Have you ever defaulted on a note at the bank,  
 20 ma'am, or a company you owned defaulted on a note at the  
 21 bank?  
 22 **A. I don't know what you mean by "default on a note**  
 23 **on a bank."**  
 24 Q. Okay. Did you ever have a company that you  
 25 guaranteed the debt for that didn't make the payments on

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1 the note?  
 2 **A. I don't remember.**  
 3 Q. Have you ever had an occasion from the time you  
 4 got out of medical school until now that a guaranty  
 5 agreement was ever -- that a bank or a financial  
 6 institution ever sought to enforce a guaranty agreement  
 7 against you, ma'am?  
 8 MS. FALCON: Objection. Form.  
 9 **A. I don't remember.**  
 10 Q. (BY MS. ZIEK) Do you have any other guaranty  
 11 agreements on any other leased space of which 1960 Family  
 12 Practice was leasing buildings?  
 13 **A. Yes.**  
 14 Q. And who are those guaranty agreements with?  
 15 **A. The 290 building. I don't know who the landlord**  
 16 **is.**  
 17 Q. And any others?  
 18 **A. The first building with Broadstone.**  
 19 Q. Is Broadstone seeking to enforce its guaranty  
 20 agreement against you on Building 1?  
 21 **A. No.**  
 22 Q. Was the lease still in effect on Building 1 at  
 23 the time 1960 Family Practice filed bankruptcy?  
 24 **A. Yes.**  
 25 Q. And who was occupying Building 1 at the time 1960

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1 Family Practice filed bankruptcy?  
 2 **A. It was 1960 Physician Associates managed by UMMC.**  
 3 Q. Is that building also on leases that are similar  
 4 in nature to Exhibits B2 and B3?  
 5 **A. Before 2019, yes, I believe so. After 2019, I**  
 6 **don't know.**  
 7 Q. Did -- did the lease on Building 1 expire before  
 8 June 23rd of 2023?  
 9 **A. Yes.**  
 10 Q. Were you on a month-to-month -- was 1960 Family  
 11 Practice, PA, on a month-to-month in Building 1 at the  
 12 time it filed bankruptcy?  
 13 **A. No.**  
 14 Q. Do you recall how much was left on the lease on  
 15 Building 1 when 1960 Family Practice filed bankruptcy?  
 16 **A. It was up to 2011 -- I mean 2021.**  
 17 Q. So it expired in 2021?  
 18 **A. Correct.**  
 19 MS. ZIEK: We on 25 or 26?  
 20 MS. FALCON: No. I think we're on 24.  
 21 (Exhibit 24 marked.)  
 22 MS. FALCON: Is there two there or just one?  
 23 MS. ZIEK: It's just one.  
 24 Q. (BY MS. ZIEK) What is Exhibit 24, ma'am?  
 25 **A. It's an Asset Purchase Agreement.**

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1 Q. And who is it between?  
 2 **A. 1960 Family Practice, PA, and Doctors Hospital,**  
 3 **which is UMMC.**  
 4 Q. Okay, ma'am. What is the date of this agreement?  
 5 I think it's in the very first paragraph, ma'am.  
 6 **A. Where is it?**  
 7 Q. The very first paragraph, ma'am.  
 8 **A. Oh. September 1, 2019, yes.**  
 9 Q. Okay. And did an attorney prepare this agreement  
 10 for you?  
 11 **A. No.**  
 12 Q. Who prepared this agreement?  
 13 **A. Stacy Williams.**  
 14 Q. Why would you have Ms. Williams prepare this  
 15 agreement in lieu of a lawyer?  
 16 **A. We didn't have the money to pay for the lawyer.**  
 17 Q. Okay. What does this agreement purport to do,  
 18 ma'am?  
 19 **A. That they would buy the asset of 1960 Family**  
 20 **Practice.**  
 21 Q. And when you say "they," who do you mean?  
 22 **A. UMMC.**  
 23 Q. Okay. And what was the purchase price that they  
 24 were buying the assets of?  
 25 **A. \$500,000.**

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1 Q. And did this also include locations where 1960  
 2 was practicing medicine?  
 3 **A. I don't know. I think it does, but I don't**  
 4 **remember. Oh, can I go back to the statement, who**  
 5 **prepared it?**  
 6 Q. Yes.  
 7 **A. It was prepared by Stacy Williams and David**  
 8 **Ellent. Originally David Ellent with Genesis was going to**  
 9 **buy the 1960 asset purchase and then -- it was**  
 10 **signed and -- it was going back and forth between Stacy**  
 11 **and David, David Ellent.**  
 12 Q. Okay.  
 13 **A. And so a lot of work was done by David Ellent,**  
 14 **too. So I don't know if he has the lawyer to prepare it**  
 15 **or just mainly -- for us, we only have Stacy Williams, but**  
 16 **I don't know if David Ellent and Genesis have their own**  
 17 **lawyer to prepare this or not. So I don't know if this is**  
 18 **prepared by the lawyer or not.**  
 19 Q. Okay. Can we turn to page 3? And it says  
 20 "Purchase of Assets" -- do you see that, ma'am -- and  
 21 "Assumption of Liabilities, Article II" on page 3?  
 22 **A. Yes.**  
 23 Q. Okay. It basically says that "Purchaser shall  
 24 sign a lease or sublease agreement for each of the  
 25 practice locations."

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1 Do you see that, ma'am?  
 2 **A. Yes.**  
 3 Q. Did that include the two buildings of my client?  
 4 **A. I don't know. And, by the way, they never did**  
 5 **sign. So I don't know --**  
 6 Q. Okay. Did you ever ask permission from my  
 7 clients to have a sublease entered into with UMMC?  
 8 **A. Like I said, that's the reason why -- it was**  
 9 **never signed at the time of purchase, the sublease or the**  
 10 **assignment.**  
 11 Q. That wasn't the question, ma'am.  
 12 MS. ZIEK: Objection. Nonresponsive.  
 13 Q. (BY MS. ZIEK) The question was when -- let's  
 14 just start -- when did you decide you were going to sell  
 15 the assets of 1960 Family Practice?  
 16 MS. FALCON: Form.  
 17 **A. It was about July or June, somewhere between May,**  
 18 **June, July, April, something like that, in 2019.**  
 19 Q. (BY MS. ZIEK) Did you know that you would be  
 20 vacating Buildings 2 and 3 that are representative by  
 21 Lease B2 and B3 in June, July?  
 22 **A. Of 2019?**  
 23 Q. Yes, ma'am.  
 24 **A. Like I said, I told Jerry that when my lease**  
 25 **expire in June 2021 that I was not going to renew the**

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1 **lease.**  
 2 Q. That wasn't the question, ma'am.  
 3 **A. Your question is -- during that time, 2019, we**  
 4 **were still occupying the building.**  
 5 Q. I understand that, ma'am, but you were also  
 6 looking to sell your assets. Is that correct?  
 7 **A. Correct.**  
 8 Q. Okay. And part of what you were selling, it  
 9 appears, would have been the locations that those assets  
 10 were -- were occupying, the space those assets were  
 11 occupying, for lack of a better word?  
 12 **A. Correct, correct.**  
 13 Q. Okay. And part of your assets or part of 1960's  
 14 assets were occupied in Buildings 2 and 3, correct?  
 15 **A. Correct.**  
 16 Q. Okay. So in May, June, or July, when you are  
 17 discussing this Asset Purchase Agreement, did you tell the  
 18 landlords that you would be subleasing or assigning these  
 19 leases?  
 20 **A. Because nothing was signed. We -- it wasn't --**  
 21 **nothing was signed.**  
 22 Q. Okay, ma'am.  
 23 **A. We were looking for buyers. I got it. I got it.**  
 24 Q. Okay. So now after you get a buyer -- you  
 25 obviously knew sometime before September 1 of 2019 you

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1 were selling, correct? You had a buyer?

2 **A. The assets.**

3 Q. Yes. And that a sublease or an assignment would

4 be necessary, correct?

5 **A. No.**

6 Q. You didn't know a sublease or an assignment would

7 be necessary?

8 **A. No, we never sign it because the lease still**

9 **belong to 1960 Family Practice. The 1960 Family Practice**

10 **own by me, so I would still be on the lease until 20**

11 **whatever.**

12 Q. 2021.

13 **A. Correct.**

14 Q. Okay. But you've told me earlier that 1960

15 Family Practice wasn't just owned by you; it was owned by

16 Annie Hoang --

17 **A. And Alex Nguyen.**

18 Q. -- and Alex Nguyen?

19 **A. I had the majority share vote, yes.**

20 Q. Okay. Did you tell them that you were selling

21 the assets -- sorry -- that you were selling the assets of

22 1960 Family Practice in September of 2019?

23 **A. I don't have to because I'm the majority**

24 **shareholder, manager, partner and I can make decision**

25 **and -- based on super majority vote, which is 75 percent.**

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1 Q. You could substantially sell all of the assets?

2 **A. Correct.**

3 Q. Okay. So now we've suddenly come to realize that

4 you have at least 75 percent, correct?

5 **A. Yes.**

6 Q. Of 1960 Family Practice?

7 **A. More than that.**

8 Q. More than that, okay.

9 **A. Right.**

10 Q. So Alex Nguyen and Annie Hoang had very little

11 interest in 1960 Family Practice, correct?

12 **A. Yes.**

13 Q. Okay. So the question again, ma'am, is, when you

14 made the election to sell these assets September 1st of

15 2019, did you contact KME Holdings, LLC, to get their

16 consent to sublease?

17 MS. FALCON: Objection.

18 **A. We were not subleasing. There was no sublease.**

19 **That's what I keep telling you. There was no sublease.**

20 Q. (BY MS. ZIEK) Okay. So it's 1960 Family

21 Practice PA's position that at all points in time they

22 have occupied Buildings 2 and 3 --

23 **A. Correct.**

24 MS. FALCON: Objection. Form.

25 MS. ZIEK: I haven't finished.

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1 MS. FALCON: There was a pause. Sorry.

2 Q. (BY MS. ZIEK) Okay.

3 -- from 2011 to June of 2021?

4 MS. FALCON: Objection. Form.

5 Q. (BY MS. ZIEK) Is it your testimony, ma'am, that

6 1960 Family Practice, PA, owned by you at all points in

7 time has occupied the space in Buildings 2 and 3 from the

8 beginning of the lease, which is June 23, 2011, until

9 June 22nd of 2021?

10 MS. FALCON: Objection. Form.

11 **A. Yes.**

12 Q. (BY MS. ZIEK) And that it remained obligated for

13 all amounts due and owing under the lease agreements which

14 are B2 and B3?

15 MS. FALCON: Objection. Form.

16 **A. 1960 Family Practice, yes.**

17 Q. (BY MS. ZIEK) Okay. And that you as a

18 guarantor, if 1960 Family Practice failed to make any

19 payments on any of the obligations under lease -- the

20 lease agreements, which are marked B2 and B3, that the

21 guarantors would be responsible for those amounts?

22 MS. FALCON: Objection. Form.

23 MS. ZIEK: What's your objection?

24 MS. FALCON: Your questions are so long,

25 they're very difficult to follow. I'm not certain she's

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1 actually understanding what you are asking.

2 MS. POYSER: Same objection.

3 Q. (BY MS. ZIEK) So did you understand my question?

4 **A. Can you repeat it one more time for me?**

5 Q. Yes, because I'm just trying to get in all the

6 facts that are necessary for the question.

7 **A. Okay.**

8 Q. Is it your testimony, then, that if there was a

9 default within B2 or B3 by 1960, you, as an individual

10 guarantor, would be obligated to make those payments?

11 **A. No, because what my understanding was that UMMC**

12 **was continued to make payment on 1960 Family Practice, and**

13 **they told me they would not put in default.**

14 Q. Okay, ma'am. But where does it say that UMMC was

15 responsible for the payments under B2 and B3?

16 **A. It says they will sign -- they shall sign. They**

17 **have not signed a lease, a sublease, because --**

18 Q. It doesn't say that, ma'am. It says buyer agrees

19 to sign. It doesn't say they will. It doesn't say they

20 shall.

21 **A. It says right here 2 - 1 -- 2.1(d) -- (d),**

22 **"Purchaser shall" -- shall -- not sign..**

23 Q. Wait a minute. On page 4 --

24 **A. No, page 3. I'm on page 3. I'm reading on page**

25 **3. It says, "Purchaser shall sign."**

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1 Q. Okay. And did you obtain that?

2 **A. No. They're supposed to obtain that.**

3 Q. Well, ma'am, you're the one that has the

4 liabilities, would you agree with me, under B2 and B3, as

5 1960 Family Practice, and under the guaranties which are 4

6 and 5?

7 **A. But it says right here the "Purchaser shall**

8 **sign." They "shall" sign.**

9 Q. Understood. But where is KME? Did KME agree to

10 this, ma'am?

11 **A. They "shall sign."**

12 Q. Ma'am --

13 MS. ZIEK: Objection. Nonresponsive.

14 Q. (BY MS. ZIEK) -- did KME agree or consent to

15 1960's sale of all of its assets to UMMC?

16 **A. They don't have to because I did not assign the**

17 **lease.**

18 Q. Okay, ma'am. But as a subtenant, they also have

19 to agree. Would you agree with me?

20 **A. They are not subtenant. They -- okay. 1960**

21 **Family Practice has the lease. 1960 PA has always been**

22 **occupying that lease. The asset purchase was done. They**

23 **continued to operate. No changes at all. There was no**

24 **change at all. They make their payment and they said that**

25 **they shall sign, they shall, after. That means after.**

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1 **Not before. Not, like, they will sign on that day.**

2 **That's my understanding on a layman's term.**

3 Q. But you also understood that they hadn't signed a

4 sublease, correct?

5 **A. Correct, they have not signed, because they --**

6 **this is my understanding. They will go up to KME. They**

7 **will get a sublease agreement with the landlord and they**

8 **shall sign. That mean if KME allow that, then they shall**

9 **sign. But if --**

10 Q. What if KME didn't agree to it, ma'am, what would

11 happen then?

12 **A. Then they continue to make rent payment for 1960**

13 **Family Practice.**

14 Q. Under what agreement?

15 **A. Under the current agreement.**

16 Q. Where does it say that if there's no -- there is

17 no lease agreement -- where does it say in this document,

18 ma'am, that if there is no lease agreement with KME

19 Holdings, LLC, that they'll continue to make your lease

20 payments or 1960's lease payments?

21 **A. Because that's what they said they did -- they**

22 **would do that.**

23 Q. Okay. Ma'am.

24 MS. FALCON: Can we take a break, because

25 it's been almost two hours?

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1 MS. ZIEK: Sure.

2 Off the record, please.

3 (Recess taken from 11:50 a.m. to 12:54 p.m.)

4 Q. (BY MS. ZIEK) Dr. Le, when we were on the break,

5 did you take the chance to look at any documents when you

6 were on the break?

7 **A. I think -- yes, I think it was the APA.**

8 Q. The Asset Purchase Agreement?

9 **A. Yes, the Asset Purchase Agreement.**

10 Q. Did you look at any other documents?

11 **A. No.**

12 Q. We were discussing Exhibit 24 when we broke,

13 correct?

14 **A. Yes.**

15 Q. Okay. And we were discussing basically what you

16 had done pursuant to the terms of the lease agreements as

17 a representative of 1960 Family Practice to obtain the

18 consent of the landlord KME Holdings, Inc., to sublease to

19 UMMC. Do you recall that line of questioning, ma'am?

20 All I asked is do you recall we were

21 discussing that, ma'am.

22 **A. Yes.**

23 Q. Okay. So my question is what steps did you

24 undertake with KME to see if they -- if UMMC could

25 sublease from 1960 Family Practice?

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1 **A. No.**

2 Q. Had you in the past, when you were going to

3 sublease to other parties within Buildings 2 or 3, had you

4 undertaken to contact the landlord to obtain their consent

5 before you went ahead and entered the sublease?

6 **A. Yes.**

7 Q. And so you knew as a condition to sublease, did

8 you not, that you needed the landlord's consent?

9 **A. Yes.**

10 Q. Hold on a second.

11 Well, thank God they were all stapled.

12 Okay. And along those lines, let me show

13 you what has been marked as Exhibit 26. Is that correct?

14 MS. FALCON: 25, I think.

15 (Exhibit 25 marked.)

16 Q. (BY MS. ZIEK) Can you identify that document?

17 MS. ZIEK: It is coming apart. Sorry it's

18 coming apart.

19 **A. Yes.**

20 Q. (BY MS. ZIEK) What is Exhibit 25?

21 **A. It's a Sublease Agreement made on the 15th day of**

22 **July, 2011, between 1960 Family Practice and Lymphedema**

23 **Wound Consultant.**

24 Q. And it appears that Lymphedema & Wound Care

25 Consultants of America, Inc., were a subtenant of 1960



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1 Family Practice, PA, in one of the buildings, correct?

2 **A. Yes.**

3 Q. Were they still a subtenant at the time that 1960

4 Family Practice, PA, ceased being a tenant? I'm sorry,

5 strike that.

6 Were they still a subtenant at the time that

7 1960 Family Practice, PA, sold all of their assets to

8 UMMC?

9 **A. Yes.**

10 (Exhibit 26 marked.)

11 Q. (BY MS. ZIEK) Let me show you what's been marked

12 as Exhibit Number 26,

13 (Discussion off the record.)

14 Q. (BY MS. ZIEK) And can you identify Exhibit

15 Number 26?

16 **A. It's a Consent to Sublease between Broadstone and**

17 **1960 Family Practice and the Eye Physicians of North**

18 **Houston.**

19 Q. Okay. And the Eye Physicians of North Houston,

20 was that another subtenant that was also in one of the

21 buildings?

22 **A. Yes.**

23 Q. Okay. So it was clear that 1960 Family Practice

24 knew that they were to obtain the consent of the landlord

25 if they were going to sublease, correct?

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1 **A. Yes. The Eye Physicians of North Houston also**

2 **contact the landlord, Broadstone, for the sublease**

3 **agreement.**

4 Q. Okay. But the sublease agreement itself was

5 entered into between -- between you and the eye clinic,

6 correct?

7 **A. Yes.**

8 Q. Okay. At the time on September 1st of 2019 when

9 UMMC was to take over all of the assets of 1960 Family

10 Practice, did you have a sublease prepared for Buildings 2

11 and 3 that were presented to UMMC for signature?

12 **A. I don't remember.**

13 Q. Let me show you what's been marked as Exhibit

14 Number 26. And I just copied one.

15 (Discussion off record.)

16 (Exhibit 27 marked.)

17 Q. (BY MS. ZIEK) Exhibit 27.

18 Okay. So this is just one of two your

19 lawyer has presented to me in response to the subpoena

20 duces tecum. Okay? I'm going to make that representation

21 to you.

22 This appears to be a Sublease Agreement on

23 Building 3 for 847 Cypress Creek Parkway. Do you see

24 that, ma'am?

25 **A. Yes.**

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1 Q. And the sublease agreement is between whom?

2 **A. 1960 Family Practice, PA, and UMMC.**

3 Q. Who drafted this document, ma'am?

4 **A. I don't know. I don't know. I think it was just**

5 **a copy of the previous Sublease Agreement.**

6 Q. If you look at Exhibit 25, it doesn't appear that

7 that is correct.

8 **A. No? Okay. I don't know.**

9 Q. Okay. So you don't know who drafted it. Do you

10 know who directed it to be drafted?

11 **A. Stacy Williams.**

12 Q. Is Ms. Williams a lawyer?

13 **A. No.**

14 Q. What is Ms. Williams' educational background?

15 **A. She work for me as the practice administrator for**

16 **past 20 years.**

17 Q. Okay. Do you know what her educational

18 background is?

19 **A. Oh, it's been so long, I don't know.**

20 Q. Do you know if she has any legal training?

21 **A. I don't know. I don't think so.**

22 Q. Was this sublease ever prepared to UMMC for

23 signature?

24 **A. Not by me. Not by me. Maybe Stacy, but not by**

25 **me.**

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1 Q. Okay. Do you know why it wouldn't have been

2 signed at the same time that Exhibit 24 was signed?

3 **A. It just timing, that they said they -- UMMC said**

4 **they would kind of take care of it.**

5 Q. Okay. Was there some rush that was going on in

6 August or September of 2019 that necessitated a rush to

7 get these documents prepared and signed?

8 **A. Yes.**

9 Q. What was the precipitating event?

10 **A. There were a lot of physicians leaving. One of**

11 **them is Dr. Nguyen. And the practice could not meet his**

12 **payroll anymore. So the practice billing has decreased a**

13 **lot. The expenses will continue to be the same. And we**

14 **had a lot of difficulty meeting payroll to employee.**

15 Q. Was 1960 Family Practice then defaulting on its

16 obligations in August or September of 2019?

17 **A. What kind of obligation?**

18 Q. Well, you just said it had an inability to meet

19 payroll. Had it defaulted in its payroll obligations?

20 **A. It has not default in payroll, but we are about**

21 **to be default in payroll.**

22 Q. You mean in September or August, you were about

23 to be in default on the payroll?

24 **A. Correct.**

25 Q. Okay. Because as of today, 1960 Family Practice

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1 has no longer any payroll, correct?

2 **A. Correct.**

3 Q. Okay. Were there any other items you were about

4 to be in default on?

5 **A. Expenses, supply to manufacturing company,**

6 **medical supply, rent. We weren't sure how we would meet**

7 **our rent obligation.**

8 Q. And it wasn't just the rent obligations on

9 Buildings 2 and 3, was it, ma'am?

10 **A. No, it was total rent on all the buildings that**

11 **we owe, that we had paid rent before.**

12 Q. Okay. How many buildings was that comprised of?

13 **A. One -- Building 1 on 1960, Family Practice,**

14 **Building 2, Building 3. There's a building on Spring and**

15 **there's a building on -- 290 location, Cypress. There are**

16 **total five buildings.**

17 Q. Okay. We already know that you as the guarantor

18 are being sued on Building 2 and 3. Were you also a

19 guarantor on Building 1?

20 **A. Yes.**

21 Q. Were you being sued by the -- by Broadstone for

22 past due rent in Building 1?

23 **A. Not at this time. They were threatening a**

24 **lawsuit, yes.**

25 Q. Okay. Did they ever follow through with the

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1 threatening of the lawsuit?

2 **A. I don't remember. But as of today, there are no**

3 **lawsuit.**

4 Q. Okay. But you don't recall whether Building 1

5 had filed a lawsuit against you, the landlord for

6 Building 1?

7 **A. I think they did. I just can't remember how it**

8 **was -- it almost -- they -- I'm not sure -- they would**

9 **threaten a lawsuit, but then all of a sudden it just kind**

10 **of went away. And then we receive a notice that there's**

11 **non-suit.**

12 Q. So there was a notice of non-suit you received,

13 but you don't remember being sued or being served with the

14 papers?

15 **A. I don't remember whether they served the paper.**

16 **I think they sue more of the family practice, 1960 Family**

17 **Practice, not on the guarantor but on the family practice.**

18 Q. Okay. Would it be fair to say that Mr. -- I'm

19 sorry, Dr. Nguyen and Dr. Hoang were also on the guaranty

20 of Building 1?

21 **A. Yes.**

22 Q. Okay. The Spring building, who was the landlord

23 in the Spring building?

24 **A. It's Physicians Alliance of Red Oak, and Dr. Alex**

25 **Nguyen is one of the owner and Michael Michelle, LLC, and**

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1 **Le Nguyen Family, LP.**

2 Q. Okay. Are you current or were you current on the

3 Spring building?

4 **A. They were not current.**

5 Q. Okay. Have you been sued by Physicians Alliance

6 of Red Oak, LLC?

7 **A. The Physicians Red Oak, LLC, did not file a**

8 **lawsuit with 1960 Family Practice.**

9 Q. Okay. Did they file against the guarantors?

10 **A. No.**

11 Q. So as we sit here today, even though there may be

12 past due obligations on the Spring building, Physicians

13 Alliance of Red Oak, LLC, who is the landlord, did not sue

14 you individually. Is that correct?

15 **A. That is correct.**

16 Q. Okay. On the 290 Cypress matter, were you a

17 guarantor on that building?

18 **A. Yes.**

19 Q. Have you been sued on that?

20 **A. Yes.**

21 Q. And how much of the lease term was still

22 remaining at 290 and Cypress when 1960 Family Practice

23 sold their assets to UMMC?

24 **A. I don't remember exactly, but I think maybe seven**

25 **to ten months. I don't remember exact amount -- exact how**

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1 **much lease was left.**

2 Q. Okay, ma'am. How long did you think the leases

3 were, B2 and B3, in this case?

4 **A. June 2021.**

5 Q. You thought they were ten-year leases?

6 **A. Correct.**

7 Q. Why don't you go ahead and look at B2 and B3.

8 MS. FALCON: You mean Exhibit 2 and

9 Exhibit 3, the current Exhibit 2 and Exhibit 3?

10 MS. ZIEK: I thought you said they were B2

11 and B3?

12 MS. FALCON: Exhibit 2 and Exhibit 3. But

13 they are -- I mean, their Building 2 is Exhibit 2.

14 MS. ZIEK: I thought you said they were

15 Exhibits B2 and B3. I'm sorry, I misunderstood, Amy.

16 MS. FALCON: No worries.

17 MR. MATTHEWS: So we all stipulate any

18 reference to Exhibit B2 means Exhibit 2?

19 MS. FALCON: Exactly.

20 MR. MATTHEWS: And the same for B3.

21 MS. FALCON: Yes.

22 Q. (BY MS. ZIEK) Okay. Can you turn to the very

23 last page?

24 **A. Yes. Right here.**

25 Q. How many initial lease terms are there, ma'am?

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1 **A. 12.**  
 2 Q. So it's not a ten-year lease, is it?  
 3 **A. No.**  
 4 Q. It's a 12-year lease, correct?  
 5 **A. For some reason I always stuck in my mind that**  
 6 **only June 2021.**  
 7 Q. Okay. But it was a 12-year lease, you are aware  
 8 of that, correct, now that I've pointed it out?  
 9 **A. Now that you show it to me, the initial term is**  
 10 **12 years.**  
 11 Q. Okay. And if you'd want to check on also B2  
 12 or -- the very last page --  
 13 **A. Okay.**  
 14 Q. -- it's also 12 years, correct, the initial term?  
 15 **A. Yes, I see that. Yes.**  
 16 Q. Okay. Did you give notification to KME Holdings,  
 17 LLC, that you were going to sell substantially all of your  
 18 assets of 1960 Family Practice to them before you did it?  
 19 **A. No.**  
 20 Q. Were you aware that one of the events of default  
 21 is if all of the assets of the tenant are sold --  
 22 **A. No.**  
 23 Q. -- that that would cause a default?  
 24 **A. No.**  
 25 Q. So let's look at B2 and B3 again. I think it's

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1 Provision 22. Let me make sure. I'm sorry, it's -- yeah,  
 2 it's Provision 22 on page 23.  
 3 Provision 22 is "Events of Default,"  
 4 correct, ma'am?  
 5 **A. Yes.**  
 6 Q. Okay. If you'll turn the page to -- to the one  
 7 on page 24, if you'll turn to (xiv), which is 14, Roman  
 8 numeral (xiv) --  
 9 **A. Uh-huh.**  
 10 Q. -- it says, "An event of default is if tenant  
 11 shall sell or transfer or enter into an agreement to sell  
 12 or transfer all or substantially all of its assets or  
 13 51 percent or more of the direct or indirect equity  
 14 interest in tenant change ownership from that ownership in  
 15 existence on the day thereof are more than 51 percent of  
 16 the direct or indirect interest and tenant shall be  
 17 pledged, transferred, hypothecated or conveyed in a single  
 18 transaction or a series of related transactions."  
 19 Do you see that, ma'am?  
 20 **A. Yes.**  
 21 Q. Okay. So based on the lease, you entering into  
 22 Exhibit Number 24, the Asset Purchase Agreement, was a  
 23 default under the lease, correct?  
 24 MS. FALCON: Objection. Form.  
 25 **A. No.**

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1 MS. ZIEK: What's your objection?  
 2 MS. FALCON: Calls for a legal conclusion.  
 3 Q. (BY MS. ZIEK) Okay. Ma'am, what's your  
 4 understanding of paragraph 14?  
 5 **A. We -- UMMC bought the asset, but 1960 Family**  
 6 **Practice still own by myself and the physician. And so**  
 7 **they bought the furniture, the supply -- the asset. But**  
 8 **the money and the -- I mean, the entity itself is still**  
 9 **there.**  
 10 Q. I understand that the entity is still there, but  
 11 that's not what --  
 12 **A. But they're not -- but they're not buying more**  
 13 **than 50 percent of the asset. They only buy the asset,**  
 14 **so -- the furniture, the supply, all of that asset, they**  
 15 **did not buy all the -- the 51 percent.**  
 16 **The entity is still there. It's always**  
 17 **there. It's owned by myself. It never change. That's**  
 18 **why I continue to operate the 1960 Family Practice entity**  
 19 **even after they purchase the, quote -- quote, the asset,**  
 20 **so they can have the furniture to sit the patient and have**  
 21 **a computer, the patient can have a phone line. But it**  
 22 **doesn't mean that they buy a hundred percent of the asset.**  
 23 Q. Okay, ma'am. That's not what paragraph 14 says.  
 24 It says, tenant shall sell or transfer or enter into an  
 25 agreement to sell or transfer all or substantially all of

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1 its assets or 51 percent?  
 2 **A. But they did not buy 51 percent. That's what I'm**  
 3 **trying to say.**  
 4 Q. Okay. What assets remained after the Asset  
 5 Purchase Agreement to UMMC of 1960 Family Practice? What  
 6 assets remained, ma'am?  
 7 **A. We still have the telephone system, the computer**  
 8 **system, the AR -- I mean, the account receivable, and the**  
 9 **name, 1960 Family Practice. They bought only \$500,000**  
 10 **worth of furniture, you know, the rug, the lights, the**  
 11 **fixture.**  
 12 Q. Did they buy the patient files?  
 13 **A. No.**  
 14 Q. Okay. Where did the patient files go?  
 15 **A. The patient file belongs to the physician -- of**  
 16 **1960 Physician Associates.**  
 17 Q. Okay. Who owns Physician Associates?  
 18 **A. No one owns 1960 Physicians. It's a nonprofit**  
 19 **organization.**  
 20 Q. Okay, ma'am. So are you saying that the  
 21 telephone, computers, AR, and the name of 1960 Family  
 22 Practice was worth more than 500,000?  
 23 **A. I'm not saying that. I'm saying that they**  
 24 **purchased the asset, and the list of asset they purchase**  
 25 **were listed in the APA, the chair, the furniture, the --**

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1 they did not buy the patient file. They did not buy the  
 2 physician. They did not buy 1960 Physician Associates.  
 3 That's the name of the practice, 1960 Physician  
 4 Associates. 1960 Family Practice was an inactive entity.  
 5 It has the lease, it has the furniture, it has the supply,  
 6 and it has the vendor contracts.  
 7 Q. Okay. So it wasn't an inactive company the way  
 8 you're describing it. If it had the vendor contracts, if  
 9 it had the landlord leases, if it had the furniture, the  
 10 supplies, all of that was necessary to run --  
 11 A. It doesn't have the physician.  
 12 Q. All of that was necessary to run 1960 Family  
 13 Practice, correct?  
 14 A. All of that in order for the Family Practice --  
 15 like a table, a chair, fixtures.  
 16 Q. Understand, ma'am, what we're talking about.  
 17 A. They did not buy 51 percent of the asset, period.  
 18 Q. Well, I just asked you --  
 19 A. The 1960 Family Practice still belongs to me,  
 20 period.  
 21 Q. Well, it actually is in bankruptcy right now.  
 22 A. Correct.  
 23 Q. So what were the --  
 24 A. I'm sorry, it belongs to the trustee right now,  
 25 but I have authority -- continue to have authority on 1960

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1 Family Practice after September 2019.  
 2 Q. This will good a lot quicker if you just answer  
 3 the questions I'm asking.  
 4 A. Yes, ma'am.  
 5 Q. Okay?  
 6 A. Yes, ma'am.  
 7 Q. So I'm asking you what assets other than a  
 8 telephone system, a computer system, some ARs, and a name,  
 9 did 1960 Family Practice, PA, still have after they signed  
 10 this Asset Purchase Agreement with UMMC?  
 11 A. They still have the name of the practice. They  
 12 still have the website. They still have the contract.  
 13 Q. And when you say "the contract," what contract  
 14 are you talking about?  
 15 A. Some insurance contracts.  
 16 MS. FALCON: I'm sorry, what was that?  
 17 THE WITNESS: Insurance contract.  
 18 Q. (BY MS. ZIEK) What value does the insurance  
 19 contract have if 1960 Family Practice, PA, is no longer  
 20 doing business?  
 21 A. 1960 Family Practice, you mean, or not the PA?  
 22 There's two. There's 1960 PA, which is 1960 Physician  
 23 Associates.  
 24 Q. No, I'm talking about 1960 Family Practice, PA.  
 25 A. Okay. 1960 Family Practice, PA.

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1 Q. Yes, ma'am.  
 2 A. Yes.  
 3 Q. What value does the insurance contract have if  
 4 it's no longer seeing patients?  
 5 A. None.  
 6 Q. On the ARs, what value has the trustee assigned  
 7 the ARs, if any?  
 8 A. We collect after the closing. I think we collect  
 9 more than 500,000.  
 10 Q. Okay. So you have 500,000 there that went  
 11 into -- that went where, ma'am? What did the 500 pay for?  
 12 A. 500,000 that UMMC paid to us, that paid for, it  
 13 paid for -- like I said, it paid for the furniture, the  
 14 fixture, the computer system, the telephone system, the --  
 15 Q. Does 1960 Family Practice, PA, still have that  
 16 500,000?  
 17 A. No, it -- everything went to 1960 Family  
 18 Practice. No, it does not have that 500,000.  
 19 Q. Okay. What did you utilize the 500,000 to pay  
 20 for?  
 21 A. To pay the debt.  
 22 Q. Okay. And what debt, ma'am?  
 23 A. Payroll, vendor -- there were a lot of debt --  
 24 supply, vaccine.  
 25 Q. Did you use any of the 500,000 to pay your

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1 obligations under the leases?  
 2 A. I don't know. I don't know. I think we did  
 3 for -- for August -- August payment for -- for the  
 4 August -- I think we did some. I don't remember. I have  
 5 to admit, I don't know.  
 6 Q. Okay. And would those be in the books and  
 7 records of 1960 Family Practice?  
 8 A. Yeah, it's in the bankruptcy filing. If you go  
 9 through the bankruptcy filing --  
 10 Q. That wasn't the question, ma'am. Did -- was  
 11 it -- did it remain, upon receipt, in 1960 Family Practice  
 12 PA's account?  
 13 A. Which one?  
 14 Q. The 500,000?  
 15 A. No, it went to ALT -- AOT.  
 16 Q. Was that Allergy --  
 17 A. Of Texas, correct.  
 18 Q. Okay. And why did Allergy of Texas receive money  
 19 that belonged to 1960 Family Practice?  
 20 A. Because Allergy of Texas took over TMMS Staffing  
 21 and there were about 20-plus billing/collection employee  
 22 that UMMC did not hire and we need them to continue to  
 23 operate.  
 24 Q. Operate what, ma'am?  
 25 A. The 1960 Family Practice collection --

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**1 billing/collection. There were a lot of account**  
**2 receivables that still have to be work up on.**  
 3 Q. Okay. And of all the account receivables that  
 4 had to be worked up for 1960 Family Practice, PA,  
 5 approximately how much of it was collected?  
**6 A. I think it was over a million-something.**  
 7 Q. Okay. And did any of that million dollars, was  
 8 it utilized to pay any of the amounts due my client under  
 9 their lease agreements that 1960 owed them?  
**10 A. UMMC was supposed to pay those.**  
 11 Q. Wait a minute, ma'am. We don't have a sublease  
 12 with UMMC. Would you agree with me on that?  
**13 A. Correct.**  
 14 Q. And we had no assignment of your leases either,  
 15 did we?  
**16 A. Correct.**  
 17 Q. Okay. So whether UMMC had a deal with you or not  
 18 didn't affect me, correct?  
 19 MS. FALCON: Objection. Form.  
 20 Q. (BY MS. ZIEK) Didn't affect my clients. My  
 21 clients were still looking to 1960 Family Practice and you  
 22 as a guarantor to pay the debt, correct? Is that a yes,  
 23 ma'am?  
**24 A. Correct, yes.**  
 25 Q. So the question was, of that million dollars, how

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1 much of that went to pay my client the amounts it was owed  
 2 under the lease agreements?  
**3 A. Like I say, UMMC said they would satisfy the**  
**4 liability, so they would pay the landlord directly.**  
 5 Q. When you say "they would satisfy the  
 6 liabilities," what liabilities did UMMC specifically say  
 7 and assume pursuant to this agreement?  
**8 A. The lease.**  
 9 Q. They didn't assume the lease, did they, ma'am,  
 10 because you didn't have the landlord's consent to assume  
 11 the lease, correct?  
**12 A. But they would pay the liability. See, 1960**  
**13 Family Practice continue to have the liability with the**  
**14 landlord. The liability of that -- that we have to**  
**15 continue to obligate to you is being taken care of by**  
**16 UMMC.**  
 17 Q. That's what you thought, correct?  
**18 A. Well, that's what -- that's what we all thought,**  
**19 because they -- that's what they thought so too. Because**  
**20 if they weren't, why would they make payment to KME?**  
 21 Q. Well, whether they made payment to KME or not,  
 22 ma'am, they have not been assigned the lease, correct?  
**23 A. Correct.**  
 24 Q. They had not assumed all the -- ail of the  
 25 obligations under these leases, had they?

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1 MS. FALCON: Objection. Form.  
 2 Q. (BY MS. ZIEK) Had they, ma'am?  
**3 A. They had not signed a sublease and they had not**  
**4 been assigned --**  
 5 Q. And they had no lease with us, correct?  
**6 A. Correct. 1960 Family Practice has the lease with**  
**7 KME.**  
 8 Q. Okay. All right. And so when 1960 knew that  
 9 UMMC wasn't paying portions of building -- I think it's  
 10 Building 2 --  
**11 A. I did not know that.**  
 12 Q. How did you not know that if --  
**13 A. How do I know?**  
 14 Q. Okay, ma'am. Well, wait a minute. You are  
 15 responsible for the payment no matter what, correct,  
 16 because there's been no assignment --  
**17 A. Correct.**  
 18 Q. -- and no sublease?  
**19 A. Correct.**  
 20 Q. Okay. So were you or 1960 -- were you as a  
 21 guarantor or was 1960 Family Practice, PA, writing those  
 22 checks to my client every month?  
**23 A. Up to September 1, 2019.**  
 24 Q. And after September 1st, what agreement can you  
 25 point to that my client was obligated to accept payments

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1 from anybody other than you?  
**2 A. Well, they did accept it.**  
 3 Q. I didn't ask that question. I ask what agreement  
 4 obligated my client to accept payments from anybody other  
 5 than the guarantors or the tenant?  
**6 A. Well, you ask your client. They cashed a check.**  
 7 MS. ZIEK: Objection.  
 8 (Simultaneous speakers.)  
 9 Q. (BY MS. ZIEK) You did cash some of my client's  
 10 checks, and we'll get to that in a minute.  
 11 But what I'm asking right now is -- I'm  
 12 asking you a question, ma'am, and the question is what  
 13 obligated UMMC, not 1960, to pay us?  
**14 A. They assume my liability.**  
 15 Q. Okay. And that's an agreement between you and  
 16 UMMC, correct?  
**17 A. That is correct.**  
 18 Q. Okay. And so if UMMC wasn't paying for any  
 19 reason whatsoever, ma'am -- and it didn't matter, we  
 20 weren't obligated to accept payments from them -- you were  
 21 to have made those payments, correct?  
**22 A. Yes.**  
 23 Q. Was UMMC ever given the right to use the name  
 24 "1960 Family Practice"?  
**25 A. No.**



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1 Q. So at no point in time after the sale did UMMC  
 2 ever use "1960 Family Practice"?  
 3 **A. That is correct.**  
 4 Q. Okay. I just have a quick question. On page 15  
 5 of Exhibit Number 24, it talks about Benefit and  
 6 Assignment. Do you see that, ma'am?  
 7 **A. What page are you looking at?**  
 8 Q. Page 15 under 13.5, Benefit and Assignment.  
 9 **A. Okay. Hold on, hold on.**  
 10 Q. Okay. The last sentence says, "Seller may assign  
 11 all or part of its rights and obligations hereunder to an  
 12 Affiliate of Seller, including but not limited to Minh  
 13 Nguyen, MD, or Huong Le, MD."  
 14 Do you see that, ma'am?  
 15 **A. Yes.**  
 16 Q. Why would this -- why would this contract have  
 17 been assignable to you or your husband individually?  
 18 **A. I don't know. I think at that point -- like I**  
 19 **said, it was -- it was kind of like between David Ellent,**  
 20 **Stacy, Genesis, and they kind of draft the thing together,**  
 21 **and then UMMC came in place.**  
 22 Q. Did you read it before you signed it, ma'am?  
 23 **A. Probably, yes. Yes. But we didn't assign**  
 24 **anything. So -- at the point is we just want to leave**  
 25 **everything open. We didn't assign. There was no benefit**

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1 **assignment. Nothing happened on that cause..**  
 2 Q. That wasn't the question.  
 3 MS. ZIEK: And there was no question, so I  
 4 object to her response.  
 5 Q. (BY MS. ZIEK) Did the bulk of the employees of  
 6 1960 Family Practice, PA, end up working for UMMC?  
 7 **A. Yes, the front desk, the medical assistant, some**  
 8 **of the HR people.**  
 9 Q. And did they then enter into contracts with  
 10 doctors who were staffing 1960 Family Practice, PA?  
 11 **A. No, they -- there is a 1960 Physician Associates.**  
 12 **That's where all the -- all the physician contract is**  
 13 **held, under that nonprofit organization.**  
 14 Q. Okay. And who owns 1960 Physician Associates?  
 15 **A. Like I said, no one owns it. It's a nonprofit**  
 16 **organization.**  
 17 Q. Nonprofit?  
 18 **A. Correct.**  
 19 Q. Did you start 1960 Physician Associates as a  
 20 nonprofit?  
 21 **A. No. It was started by a nonprofit.**  
 22 Q. Okay. And what nonprofit started it?  
 23 **A. It's just nonprofit. They file a nonprofit --**  
 24 **like Memorial Hermann.**  
 25 Q. I understand that, ma'am. What I'm trying to get

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1 to is who started this nonprofit, did you or someone you  
 2 know?  
 3 **A. No, it was the lawyer -- a group of lawyer.**  
 4 Q. Do you know if the Physician Associates, LLC,  
 5 held contracts to provide physicians for 1960 Family  
 6 Practice, PA?  
 7 **A. No, the physician -- 1960 Physician Associates**  
 8 **have their own contract. They are employed by 1960**  
 9 **Physician Associates. 1960 Family Practice does have the**  
 10 **chair, the lease, the table, the facility.**  
 11 Q. Okay. I think I got it now.  
 12 So whoever was a physician at 1960 Physician  
 13 Associates, LLC, could work wherever they wanted?  
 14 **A. Correct.**  
 15 Q. Okay.  
 16 **A. There's employment agreement.**  
 17 Q. Was there an employment contract between them and  
 18 1960?  
 19 **A. No. There is an employment contract between the**  
 20 **physician and 1960 Physician Associates.**  
 21 Q. Okay. Did you have an employment contract with  
 22 1960 Physician Associates, LLC?  
 23 **A. Yes.**  
 24 Q. Was it still in existence when you sold 1960  
 25 Family Practice, PA, in September of 2019?

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1 **A. No. No.**  
 2 Q. It had already terminated?  
 3 **A. No. Because I retire, so there was no**  
 4 **contract -- no employment contract. I stopped seeing**  
 5 **patients in 2016.**  
 6 Q. When you stopped seeing patients, did you cease  
 7 coming to the locations of Building 1, 2, and 3?  
 8 **A. No, I still come.**  
 9 Q. And what did you do, then, if you no longer were  
 10 seeing patients?  
 11 **A. I still have an office and I help with**  
 12 **administration. I help the 1960 Physician Associates**  
 13 **making sure that they are -- continue to perform so they**  
 14 **can meet the rent obligation of 1960 Family Practice.**  
 15 Q. I think one of the reasons you said you ended up  
 16 selling had something to do with Dr. Alex Nguyen leaving.  
 17 Is that correct?  
 18 **A. Well, he was a producer for 1960 Physician**  
 19 **Associates. So when he left, there was a lot of sort of**  
 20 **like bickering. There were rumor of defamation. So a lot**  
 21 **of physician, after that, felt very uneasy and unstable at**  
 22 **1960 Physician Associates, so they left also.**  
 23 Q. And when they left, that meant the revenues for  
 24 1960 Family Practice, PA, went down. Is that correct?  
 25 **A. The 1960 Physician Associates went down, yes.**

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1 Q. Okay. So if -- was Physician Associates -- how  
 2 was Physician Associates generating money that 1960 Family  
 3 Practice, PA, was utilizing to pay the rent?  
 4 **A. The 1960 Physician generate the money into 1960**  
 5 **Physician Associates, then it pay to 1960 Family Practice,**  
 6 **the vendor, the supplier, and the rent and all that. When**  
 7 **it stopped making payment because it doesn't have the**  
 8 **money, then 1960 Family Practice is on the hook.**  
 9 Q. Okay. So in 1960 Family Practice, when the  
 10 physician association -- or association quit paying 1960  
 11 Family Practice, PA, at that point in time, were they  
 12 paying in excess -- was 1960 Family Practice, PA, charging  
 13 any kind of surcharge on the services it was providing the  
 14 doctors?  
 15 **A. No.**  
 16 Q. It was a straight whatever --  
 17 **A. That's true.**  
 18 Q. -- 1960 Family Practice, PA, incurred was just  
 19 then passed back with no administrative cost or overhead  
 20 tacked onto it. Is that a fair statement?  
 21 **A. Correct.**  
 22 Q. Okay. Pursuant to this sublease, which is  
 23 Exhibit 25 or 26, the Sublease Agreement for Building 3  
 24 between UMMC --  
 25 MS. FALCON: It's 25.

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1 MS. POYSER: It's 27.  
 2 MS. ZIEK: 27? Okay. Thank you.  
 3 Q. (BY MS. ZIEK) Number 27, ma'am, if you'll turn  
 4 to Exhibit C, it has an ACH agreement. Do you see that,  
 5 ma'am?  
 6 **A. Exhibit C. Hold on. Yes.**  
 7 Q. Okay. What is Physicians Alliance of Red Oak?  
 8 **A. That's the one that is the building on 2920, the**  
 9 **Spring building.**  
 10 Q. And that's the actual owner, correct?  
 11 **A. Of the Spring building located on FM 2920.**  
 12 Q. Okay. Why would the sublease have been directing  
 13 UMMC to pay Physicians Alliance of Red Oak?  
 14 **A. Because they occupy the space in that -- at the**  
 15 **Spring building, the 2920 building.**  
 16 Q. Okay. But this is for Building 3 of Cypress  
 17 Creek, 847 Cypress Creek Parkway, which was one of my  
 18 client's buildings, correct?  
 19 **A. Correct. I think it just an error in terms of**  
 20 **the location.**  
 21 Q. Well, if UMMC was to pay you direct and you in  
 22 turn were supposed to pay us --  
 23 **A. No, no. Physicians Alliance of Red Oak is the**  
 24 **owner of a Spring building that has nothing to do with**  
 25 **this. I think this attachment is attaching a wrong --**

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1 Q. You think it's an error?  
 2 **A. Yes, absolutely.**  
 3 Q. It should have been an ACH agreement to 1960  
 4 Family Practice, PA?  
 5 **A. Correct. Or this -- this one right here should**  
 6 **have been another sublease with the -- there are**  
 7 **Building 1, Building 2, Building 3, 290 building, and**  
 8 **Spring building. There are five buildings, so there**  
 9 **should be five subleases.**  
 10 Q. Okay. So you just think that this was an error?  
 11 **A. Yes, yes. For sure, yes.**  
 12 Q. Did you do an appraisal prior to selling the  
 13 assets to UMMC?  
 14 **A. No.**  
 15 Q. How did you come about deciding \$500,000 was all  
 16 that the assets of 1960 Family Practice, PA, were worth?  
 17 **A. Well, no, they were worth -- like I said, David**  
 18 **Ellent with Genesis, Stacy Williams had met. They were**  
 19 **interested to buy 1960 Family Practice asset, so they were**  
 20 **debate back and forth, back and forth.**  
 21 **And the reason why we did not go with**  
 22 **Genesis and David Ellent is because they would not give**  
 23 **any cash up front, so we would not be able to get the 500**  
 24 **plus the liability. So we want to know how much -- I ask**  
 25 **my HR company, how much do we need to satisfy one month of**

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1 **payroll to the physician, the malpractice insurance, the**  
 2 **vendor, just to get the practice flowing for 30 days, and**  
 3 **she said your expenses run between 500- to 600,000 a**  
 4 **month.**  
 5 Q. Okay. And so you basically sold what you were  
 6 doing for one month's worth of expenses. Is that correct?  
 7 **A. Correct. Kind of -- that number was kind of --**  
 8 **we were in a crisis where we didn't know whether we could**  
 9 **meet payroll.**  
 10 Q. Okay. Did you ever go seek loans from banks to  
 11 make payroll?  
 12 **A. We tried.**  
 13 Q. When you say "we tried," did you go seek a loan  
 14 from a bank when you knew --  
 15 **A. No.**  
 16 Q. -- 1960 Family Practice was in straits, in dire  
 17 straits?  
 18 **A. I paid out of my own personal money, yes.**  
 19 Q. And when you say you paid out of your personal  
 20 money --  
 21 **A. I loaned the practice -- I loaned 1960 Family**  
 22 **Practice over \$2 million.**  
 23 Q. Did you ever take any money out of 1960 Family  
 24 Practice?  
 25 **A. No. When -- I mean, as a -- when -- like a**

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1 salary?

2 Q. No. I'm saying as any kind of distribution,

3 dividend, stock -- I mean on your stock, anything?

4 A. Yes.

5 Q. Did you ever take money out of 1960 Family

6 Practice?

7 A. Yes. We stopped doing that after about 2017.

8 But before that, yes, we did.

9 Q. And how much would you have taken out on a yearly

10 basis before 2017 when you stopped?

11 A. It was a good amount.

12 Q. More than 2 million?

13 A. No, probably -- no, I don't think over 2 million.

14 Q. So what was the time frame that you personally

15 loaned 1960 \$2 million?

16 A. Between 2018 and 2019.

17 Q. Did you receive payment back for any of that

18 2 million?

19 A. I don't know. I don't think so.

20 Q. Would Ms. Williams know?

21 A. Yes, my accountant would know, Patricia

22 McDonnell -- McConnell, M-C-C-O-N-N-E-L-L. I think I took

23 out about 2.6 million against my life insurance policy. I

24 have a -- what do you call -- one of those variable life

25 insurance policy. So I was able to take out a loan

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1 against that life insurance policy.

2 Q. Is that loan still against the policy?

3 A. I think this year, just now, we paid it. It was

4 a high interest rate loan.

5 Q. And when you say "we paid it," who do you mean?

6 A. I paid it. I pay back to the life insurance

7 policy.

8 Q. Okay.

9 (Exhibit 28 marked.)

10 Q. (BY MS. ZIEK) Let me show you what's been marked

11 as Exhibit 28. What is that, ma'am?

12 A. It's a Managed Access Service Agreement on

13 September 16, 2019.

14 Q. And who is it between?

15 A. Allergy of Texas and UMMC, on these entity.

16 Q. 1960 Family Practice -- I'm sorry, 1960 Physician

17 Associates, 1960 Family Practice, and that's the PA,

18 correct?

19 A. Correct.

20 Q. 1960 Digital Imaging, correct?

21 A. Correct.

22 Q. Providence Hospital of North Houston, correct?

23 A. Yes.

24 Q. And TMMS, what does that stand for?

25 A. Texas Medical Management Services.

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1 Q. Okay. And what does this Managed Access and

2 Service Agreement do?

3 A. It just provide IT access because -- the Complete

4 IT Network access.

5 Q. Okay. And was this Complete IT Network access

6 part of the assets that 1960 Family Practice retained?

7 A. Yes.

8 Q. So, in essence, the network and all of the

9 computers that make up this were owned by 1960 Family

10 Practice, correct?

11 A. Yes.

12 Q. Okay. And this Managed Access, how much were

13 they supposed to pay you to access the IT or the

14 information on the network?

15 A. It's in here. I don't know. It's whatever it

16 state in here.

17 Q. It says 2400 a week. Do you see that, ma'am, on

18 page 2, not numbered but the second page?

19 A. Second page. Where is that at?

20 Q. Up at the top, (g).

21 A. Okay, yes.

22 Q. And then it goes on to say that UMMC will pay the

23 cost associated with the network done at the request of

24 UMMC, correct?

25 A. Correct.

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1 Q. And that basically if they have to disable users,

2 that kind of stuff, there will be additional charges,

3 correct?

4 A. Yes.

5 Q. Is UMMC still utilizing this -- this network?

6 A. No, I don't think so.

7 Q. When did they cease utilizing this network?

8 A. I don't know when the last time they pay. It

9 only effective for three months from -- if you go into

10 term --

11 Q. Uh-huh.

12 A. -- I think they only use it for three months.

13 Q. Okay. So for three months, that's all they

14 utilized it for? Is this system still being utilized

15 today?

16 A. I don't think so.

17 Q. Okay. Where is all of this, the computer

18 equipment and all of that, now?

19 A. They're located in Building 1.

20 Q. Is the network still up and running?

21 A. I don't know.

22 Q. Who would know, ma'am?

23 A. UMMC.

24 Q. Did you ultimately sell the network to UMMC?

25 A. No.

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1 Q. Then why would UMMC know if they only had access  
 2 to it for three months?  
 3 **A. They have their own network. They built their**  
 4 **own network.**  
 5 Q. Okay. I understand that they built their own  
 6 network, ma'am, but these were items that belonged to 1960  
 7 Family Practice. What happened to the items that belonged  
 8 to 1960 Family Practice?  
 9 **A. I think it is still sitting there in the server**  
 10 **room.**  
 11 Q. Do you know if they're using the server?  
 12 **A. Like I said, I don't know. But all I know is**  
 13 **they stopped paying and they have their own network. They**  
 14 **said this network is too old. They only need it for three**  
 15 **months to transfer all the medical records from 1960**  
 16 **Physician Associates into their own network. Their own**  
 17 **network is a lot more robust than our network.**  
 18 Q. So who owns the medical records that were sitting  
 19 on this system?  
 20 **A. 1960 Physician Associates.**  
 21 Q. Okay. So why isn't 1960 Physician Associates  
 22 part of this -- part of this agreement? If they own the  
 23 information sitting on the server that was owned by 1960  
 24 Family Practice, why weren't they part of this agreement?  
 25 **A. Because they're 1960 -- they are. On the asset**

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1 **purchase or what --**  
 2 Q. No, ma'am. I'm talking about the Managed Access  
 3 and Service Agreement.  
 4 **A. Yeah, 1960 Physician Associates.**  
 5 Q. No, it basically says -- why haven't -- why  
 6 weren't they a signatory on this?  
 7 **A. Oh, because they only own the record, but we**  
 8 **own -- we own the actual line and the server and the**  
 9 **computer and all that. They just have is the patient**  
 10 **database.**  
 11 Q. Okay. And I'm asking I guess a question that  
 12 seems to be difficult to answer. Why didn't 1960 Family  
 13 Practice, PA, obtain 1960 Physician Associates --  
 14 **A. Because there's no ownership of 1960 Physician**  
 15 **Associates. There's no one owns it. No human.**  
 16 Q. I understand that, but somebody has to have the  
 17 ability to act on behalf of 1960 Physician Associates,  
 18 would you agree with me, ma'am, even though they're a  
 19 nonprofit? Nonprofits usually are run through --  
 20 **A. The manager -- the manager would, but not me. I**  
 21 **don't know who.**  
 22 Q. I didn't ask you if you know who. I asked you  
 23 wouldn't 1960 Physician Associates' manager have been  
 24 required to give permission to 1960 Family Practice, PA,  
 25 to be able to transfer their data to UMMC?

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1 **A. No.**  
 2 Q. Why not?  
 3 **A. Because the HIPAA. We are not -- we -- okay.**  
 4 **We're a computer with a network. We're this. We're not**  
 5 **anything. There's -- the medical record, the patient**  
 6 **file, everything belongs to the physician, and the**  
 7 **physician are employed by 1960 Physician Associates.**  
 8 Q. I'm well aware of that, ma'am. But when I put  
 9 something on somebody's network and somebody else comes in  
 10 and says, "I want to see what she put on my network," I  
 11 have to get somebody else's permission to do that.  
 12 **A. (Nodding negatively.)**  
 13 Q. No? Okay.  
 14 So as far as the physical network itself,  
 15 servers, computers, everything, you don't know where that  
 16 stuff is, or you believe it's in Building 1, correct?  
 17 **A. It is in Building 1, yes.**  
 18 Q. And you don't know what part, if any, of those  
 19 assets that UMMC is still utilizing today?  
 20 **A. Correct.**  
 21 Q. Was that network housed in a different building  
 22 previous to this agreement being made?  
 23 **A. It was housed at the hospital, Providence**  
 24 **Hospital of North Houston. No, I'm sorry, it was not**  
 25 **housed at Providence Hospital. It's a network that housed**

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1 **at the Building 1. Providence Hospital of North Houston**  
 2 **has the route, but it -- it can access it and inside that**  
 3 **network, the firewall. So they have many, many account.**  
 4 **Everybody kind of dive into that central hub, and the**  
 5 **central hub is in Building 1.**  
 6 Q. Okay. So this contract, in your opinion, was  
 7 only good for three months. Is that correct?  
 8 **A. I think they renew every three months or they**  
 9 **said they only need it for three months, and I don't know**  
 10 **what happened after that.**  
 11 Q. Well, who would know, ma'am?  
 12 **A. I think Stacy Williams.**  
 13 Q. And Stacy Williams is employed by a company you  
 14 own, correct?  
 15 **A. Correct. That's why she's -- she's working at**  
 16 **Allergy of Texas. She's business officer. She signed the**  
 17 **agreement.**  
 18 MS. ZIEK: The notices of default I know are  
 19 in. Do you recall what -- what exhibits they are, and  
 20 I'll just give her a copy?  
 21 MS. POYSER: 7, I think.  
 22 MS. FALCON: No, no, it is 7. It is 7. But  
 23 I don't think I put in --  
 24 MS. ZIEK: Did you only put in the one?  
 25 MS. FALCON: I only put the one in for

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1 Building 2.  
 2 MS. ZIEK: I'll put in another one.  
 3 (Exhibit 29 marked.)  
 4 Q. (BY MS. ZIEK) I'm going to show you what's been  
 5 marked as Exhibit 7 and Exhibit 29, Dr. Le.  
 6 MS. ZIEK: I'll give you a copy of both of  
 7 them.  
 8 Q. (BY MS. ZIEK) Have you seen these letters before  
 9 coming here today?  
 10 **A. No.**  
 11 Q. You've never seen them?  
 12 **A. Who is Kim Brown? Who is she?**  
 13 Q. It doesn't matter who Mr. Brown is. But have you  
 14 seen these letters before coming here today?  
 15 **A. I don't think so.**  
 16 Q. You reside at 50 Palmer Crest Drive, correct?  
 17 **A. Correct.**  
 18 Q. Okay. Is there any reason to believe that these  
 19 letters didn't make it to you if that's your address?  
 20 **A. Yeah. Did they send it?**  
 21 Q. I'm asking.  
 22 **A. Did I sign for it? I don't think I have.**  
 23 Q. Okay, ma'am. Did 1960 Family Practice, PA, still  
 24 have a location at 2320 Northwest Freeway, Suite 900 --  
 25 **A. No.**

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1 Q. -- Jersey Village?  
 2 **A. No.**  
 3 Q. They were still liable on that lease, correct?  
 4 **A. Uh-huh.**  
 5 Q. Wasn't that the lease building on 290?  
 6 **A. Yes.**  
 7 Q. Okay. And you were still liable on that lease,  
 8 correct?  
 9 **A. Not now.**  
 10 Q. I'm not asking about now, ma'am. I'm asking  
 11 about October 22nd --  
 12 **A. Oh, October 22nd.**  
 13 Q. -- of 2019, the date on these letters.  
 14 **A. Oh, I see. Yes, yes.**  
 15 Q. Okay. So you were still on the lease at that  
 16 building, and that's your home address, correct?  
 17 **A. Correct.**  
 18 Q. Okay, ma'am. But you've never seen these letters  
 19 before; that's your statement?  
 20 **A. No.**  
 21 Q. Okay.  
 22 **A. I mean, did I sign for it? I don't know. Was it**  
 23 **ever delivered to my home?**  
 24 Q. I'm asking, ma'am, if you've seen it.  
 25 **A. I don't think so.**

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1 Q. If you say no, then that's what I'm going to go  
 2 with.  
 3 **A. Okay. I don't know.**  
 4 MS. ZIEK: Do you have an extra copy of her  
 5 answer for her?  
 6 (Exhibit 30 marked.)  
 7 Q. (BY MS. ZIEK) Dr. Le, I'm going to ask you to  
 8 take a look at Exhibit 30, ma'am.  
 9 **A. Okay.**  
 10 Q. This is a Second Amended Answer Counterclaims and  
 11 Cross-Claim that you filed this morning in this case.  
 12 Were you aware of that, ma'am?  
 13 **A. Aware of --**  
 14 Q. That you filed this this morning in this case?  
 15 **A. I know my attorney did something. I don't know.**  
 16 Q. Okay. Did you had a chance to review this before  
 17 your attorney --  
 18 **A. No, I don't think so.**  
 19 Q. So you didn't review it?  
 20 **A. No.**  
 21 Q. In this, you're filing -- you filed a  
 22 counterclaim against my client. Were you aware of that,  
 23 ma'am?  
 24 **A. Yes.**  
 25 Q. Okay. And in your own words tell me what you are

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1 suing my client for.  
 2 **A. That you allow Dr. Quoc Le be removed as a**  
 3 **guarantor and substitute Dr. Hoang as a guarantor and cap**  
 4 **her only at 5 percent.**  
 5 Q. But you told my client in Exhibit 22 and 23 that  
 6 there had been no modifications. Do you recall that,  
 7 ma'am?  
 8 **A. Modification of what?**  
 9 Q. Of the guaranty.  
 10 **A. I don't understand what you are saying. What are**  
 11 **you saying?**  
 12 Q. Go to Exhibit 22 and 23.  
 13 **A. Okay.**  
 14 Q. Okay.  
 15 **A. It is -- yes, I know -- okay. 22 and 23, okay.**  
 16 **Let me just go there.**  
 17 Q. Under paragraph 2 --  
 18 **A. Okay.**  
 19 Q. -- "the Guaranty executed by the Guarantors is in  
 20 full force and effect and constitutes a valid binding and  
 21 forceable obligation of Guarantors."  
 22 Do you see that, ma'am?  
 23 **A. Yes, I do.**  
 24 Q. "There are no amendments, assignments or  
 25 modifications of any kind to the Guaranty."



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1 Do you see that?

2 **A. Yes, ma'am.**

3 Q. Okay. So that wasn't true when you signed this,

4 was it, ma'am?

5 **A. Signed what?**

6 Q. When you signed 23 and 22?

7 **A. As I said, all of this I review my attorney and**

8 **they give me something. They said everything looks fine,**

9 **sign it. I -- I don't --**

10 Q. Ma'am, is that a true statement as we sit here

11 today? That's a yes-or-no question?

12 **A. On what?**

13 Q. What I just read, that there are "no amendments,

14 assignments or modifications of any kind to the guaranty"?

15 **A. I don't know. I don't know. I'm so confused, I**

16 **don't know.**

17 Q. Well, Dr. Le, you just said one of this things

18 you are suing my client for is that we allowed a

19 modification to a guaranty and capped Dr. Hoang's

20 liability at 5 percent even though I've already pointed

21 out to you you're joint and severally liable regardless,

22 correct?

23 **A. Yes.**

24 Q. Okay. So the lease amendment, which is

25 exhibit --

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1 MS. ZIEK: I don't know. Somebody give it

2 to me, please.

3 MR. MATTHEWS: What's that?

4 MS. ZIEK: The addendum to the original

5 lease guaranty. What number is it?

6 MS. FALCON: 6.

7 Q. (BY MS. ZIEK) Hold on just one second.

8 On Exhibit 6, when was the Addendum to the

9 Original Lease Guaranty done? Number 6, what date was it?

10 MS. FALCON: Exhibit 6.

11 **THE WITNESS: Oh, October 31, 20 --**

12 MS. FALCON: Are you talking about

13 Exhibit 6?

14 MS. ZIEK: Uh-huh.

15 MS. FALCON: She's not on Exhibit 6.

16 MS. ZIEK: Well, but she's got the date,

17 because she's obviously reading from it.

18 **A. It says Broadstone -- it says Broadstone, not**

19 **KME.**

20 **"Broadstone execute an addendum to original**

21 **guaranty whereas Broadstone, without permission or consent**

22 **of Dr. Le, remove Dr. Quoc Le as Guarantor and substitute**

23 **Thu A. Hoang as Guarantor. The addendum also cap Hoang's**

24 **liability at 5 percent."**

25 **Broadstone did that.**

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1 Q. (BY MS. ZIEK) Okay. I understand that's your --

2 your allegation. But under 22 and 23, these are estoppel

3 certificates given to my client when my client bought the

4 building in 2018, correct? And did Quoc Le sign this,

5 ma'am?

6 **A. That's something between you and Broadstone. I**

7 **don't know.**

8 Q. No. No, ma'am, it's not between me and

9 Broadstone. That's between you and Broadstone when you

10 made a representation my client relied upon. You're aware

11 of that, correct?

12 **A. No. I mean, you buy a building from Broadstone.**

13 **You need to due diligence with Broadstone. Why would I be**

14 **liable for something --**

15 Q. Because you signed something swearing out

16 something was true or not. Are you aware of that, ma'am?

17 **A. Yes.**

18 Q. With this Estoppel Certificate, correct, 23 and

19 22?

20 **A. Correct.**

21 Q. Okay. And that statement is made. And --

22 Broadstone is not -- Broadstone is not making those

23 statements. You are, correct, ma'am?

24 **A. But --**

25 Q. Wait a minute.

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1 **A. -- the whole thing here is --**

2 Q. Ma'am, answer the question asked.

3 **A. Correct, yes.**

4 Q. If you need to explain, your client's

5 more than a wonderful adversary. She can get you to

6 explain it whenever it's her turn, okay?

7 **A. Okay. Sure.**

8 Q. So your signature is on this, correct, ma'am?

9 **A. Correct, yes, ma'am.**

10 Q. And you knew, because my client is listed as the

11 buyer in the paragraph --

12 **A. Correct.**

13 Q. -- that you were giving these statements and that

14 my client would be relying upon the statements you were

15 giving him, correct?

16 **A. Yes.**

17 Q. Okay. Where is Quoc Le's signature on this?

18 **A. I don't know.**

19 Q. It's not on there, is it, ma'am?

20 **A. Well, you see it isn't. It's not in there.**

21 Q. That's correct. But you understood that

22 Dr. Annie Hoang was signing, correct, because you signed

23 two rows above her?

24 **A. Correct. I signed, but my point is I -- I only**

25 **know myself, and I know I signed this. I don't know any**

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1 other person. And you're --  
 2 Q. But you signed it both as 1960 Family Practice,  
 3 PA, correct?  
 4 **A. Correct.**  
 5 Q. You already knew Quoc Le -- Dr. Quoc Le had left,  
 6 correct?  
 7 **A. Yes.**  
 8 Q. In fact, you had purchased his -- his shares of  
 9 stock, correct?  
 10 **A. Correct.**  
 11 Q. Okay. And did -- was there anything in the  
 12 purchase agreement between 1960 Family Practice, PA, and  
 13 Dr. Quoc Le that said he would remain liable on any  
 14 obligations of 1960 Family Practice, PA, once his stock  
 15 had been bought?  
 16 **A. I don't think so. I don't know.**  
 17 Q. Okay. So two years after the addendum to the  
 18 lease agreement was signed, you represented to my client  
 19 that there had been no -- no modifications or amendments,  
 20 correct --  
 21 **A. Correct.**  
 22 Q. -- to either of the two leases?  
 23 **A. Correct.**  
 24 Q. But you are suing my client now because there's  
 25 an addendum, correct?

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1 **A. But it has been removed. I thought that my**  
 2 **attorney said they removed that claim.**  
 3 Q. Okay. Well, you just saw that they haven't,  
 4 correct?  
 5 **A. No, I just saw -- I just kind of looked through**  
 6 **it, and you said I have seen this today. I said, no, I**  
 7 **have not read the specific. But it is dated today and it**  
 8 **looks like they removed it.**  
 9 Q. No. Number 31, ma'am, says, "The execution of  
 10 the Guaranty addendum on October 31, 2016, breached the  
 11 terms of the Guaranty as it modified Dr. Le's obligations  
 12 and liability under the guaranty without her written  
 13 agreement."  
 14 Do you --  
 15 MS. FALCON: Before we go further, that was  
 16 a mistake. Those should have been taken out this morning,  
 17 so that's just a mistake. You are correct, the  
 18 counterclaim was removed. Those were left in there by  
 19 mistake.  
 20 MS. ZIEK: The counterclaim was removed in  
 21 its entirety?  
 22 MS. FALCON: No. The counterclaim relating  
 23 to the guaranty change was removed, and the declaration  
 24 should have been removed as well.  
 25 **THE WITNESS: So don't kill the messenger.**

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1 MS. FALCON: Our apologies. That's our  
 2 mistake.  
 3 MS. POYSER: I'm sorry. Just for  
 4 clarification what this is, so the new whatever you are  
 5 going to file subsequently will remove Number 31 from  
 6 page 35?  
 7 MS. ZIEK: And 30. It would have to.  
 8 MS. FALCON: Yeah, it will remove 30 and 31.  
 9 MS. POYSER: And that is the only thing it  
 10 will remove?  
 11 MS. FALCON: Yes.  
 12 MS. ZIEK: Okay.  
 13 Q. (BY MS. ZIEK) Okay. Let's go down, on page 4,  
 14 the declarations you were asking for. Do you see this,  
 15 ma'am?  
 16 **A. What page is it?**  
 17 Q. Page 4.  
 18 **A. Okay. Sorry. Page 4.**  
 19 Q. Okay. You're asking for a declaration, even  
 20 though the written contract says what it says, that the  
 21 lease required KME to provide notice to the tenant. The  
 22 tenant is 1960, correct?  
 23 **A. Yes.**  
 24 Q. And 1960 is not a party to this lawsuit any  
 25 longer, is it, ma'am, because of the bankruptcy?

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1 **A. I don't know. I don't know the law.**  
 2 Q. Okay.  
 3 **A. I don't know.**  
 4 Q. But you're not -- we're not suing you as the  
 5 tenant, correct?  
 6 **A. You're suing me as a guarantor.**  
 7 Q. Okay.  
 8 That "KME filed the lawsuit without  
 9 providing proper notice of intent to accelerate it  
 10 followed by notice of acceleration required by the lease  
 11 and Texas law," that's your position, correct?  
 12 **A. I don't know what that means, but, yes, I -- all**  
 13 **I know is the lease end 2011 as my guarantor ends.**  
 14 Q. You mean that the lease that was entered into in  
 15 2011 ended your obligations ten years later?  
 16 **A. Correct.**  
 17 Q. So that all the obligations that weren't paid by  
 18 anyone, UMMC or any subtenant, remain the obligation of  
 19 you as the guarantor, correct?  
 20 MS. FALCON: Objection. Form.  
 21 **A. No. I -- I only guarantee ten years on lease.**  
 22 Q. (BY MS. ZIEK) Understand. But until June 22nd  
 23 of 2021, if there were amounts remaining that were due and  
 24 owing the landlord, you would be responsible for those as  
 25 a guarantor?

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1 MS. FALCON: Objection. Form.  
 2 MS. ZIEK: What's the objection?  
 3 MS. FALCON: You are saying remaining  
 4 obligations. Those could be obligations that go after  
 5 that date. So, no, that's not -- that's not the  
 6 position --  
 7 MS. ZIEK: I think I said it with the date  
 8 time frame in there.  
 9 Q. (BY MS. ZIEK) So I said from the date you  
 10 guys -- meaning 1960 Family Practice no longer was on the  
 11 premises, okay, which was September 1st of 2019, according  
 12 to your asset sale agreement, until June 22nd of 2021, if  
 13 there were any obligations that went unpaid during that  
 14 time frame, you -- you, as a guarantor, guaranteed the  
 15 tenant's obligations, correct, for those amounts?  
 16 **A. Yes.**  
 17 Q. Okay. Number 25, it says that Dr. Le, as a  
 18 guarantor, "has no liabilities or obligations to KME due  
 19 to KME's failure to comply with lease notice  
 20 requirements."  
 21 Do you see that, ma'am? On what facts do  
 22 you base that?  
 23 MS. FALCON: Objection. Form.  
 24 MS. ZIEK: What's the objection?  
 25 MS. FALCON: You are asking her to draw

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1 legal conclusions from a pleading that is about legal  
 2 issues.  
 3 Q. (BY MS. ZIEK) Well, this is her pleading, and I  
 4 get to ask about her causes of action.  
 5 MS. FALCON: Yes, you can. And I can  
 6 object.  
 7 Q. (BY MS. ZIEK) And one of the causes of action  
 8 says you have no liability. So tell me why you have no  
 9 liability to my client.  
 10 MS. FALCON: Objection. Form.  
 11 **A. Because you trying to find another tenant to get**  
 12 **that sublease. As a -- I'm a landlord. In other**  
 13 **building, when my tenant doesn't pay the lease, I try to**  
 14 **get somebody else to pay.**  
 15 Q. (BY MS. ZIEK) And if you can't get somebody else  
 16 to pay, you still go after your tenant, don't you?  
 17 **A. I try -- I'm a good landlord. I'm nice. I'm**  
 18 **trying to do everything possible. I hire agent. I get**  
 19 **the tenant -- you know, hey, y'all need to pay.**  
 20 **I give them notice. I just don't -- I mean,**  
 21 **I'm not that greedy. This is greed. I felt like it's**  
 22 **greed. So, anyway, that's just the way I am.**  
 23 Q. Well, I'm glad that's the way you are.  
 24 **A. Yes, that's why I have a heart. I'm a doctor.**  
 25 Q. This is a business --

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1 **A. Yes.**  
 2 Q. -- would you agree? And would you agree you  
 3 entered into written obligations?  
 4 **A. Right, but I don't know -- I didn't even know the**  
 5 **tenant -- I didn't even know the tenant moved out. I**  
 6 **don't know if they have somebody moving in. I didn't even**  
 7 **know the building was not even occupied. I had no idea.**  
 8 Q. But, ma'am -- but, ma'am, you, as 1960 Family  
 9 Practice, PA, remained obligated because you neither got  
 10 it assigned or subleased, correct? So you as the  
 11 tenant --  
 12 (Simultaneous speakers.)  
 13 Q. (BY MS. ZIEK) -- and the guarantor should have  
 14 remained diligent on what was supposed to be going on with  
 15 regard to these buildings because you were personally  
 16 liable under the guaranty, would you agree with me?  
 17 **A. But when did they stop occupying the building? I**  
 18 **didn't even know when they stopped. I had no idea.**  
 19 Q. Well, ma'am, as a tenant or a guarantor of lease  
 20 obligations, don't you think it's something that you  
 21 should have been aware of?  
 22 **A. No. I thought -- I thought everything -- I**  
 23 **thought they were leasing. I honestly thought. I didn't**  
 24 **even know. I was, like, surprised. I was like, oh, my**  
 25 **God, they didn't even occupy.**

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1 **I never got any notice that, hey, your**  
 2 **building is empty. I didn't have anything that said, hey,**  
 3 **did -- I try to find a tenant for you.**  
 4 **Usually, you know, the word in community,**  
 5 **this building is empty. Go find someone else. Y'all did**  
 6 **none of that.**  
 7 Q. You don't know what we did, do you, ma'am?  
 8 **A. I don't know.**  
 9 Q. Okay. So your statement that we did nothing --  
 10 **A. But you didn't give it to me. How do I know?**  
 11 **You didn't tell me, hey, your building --**  
 12 Q. What are your obligations and responsibilities as  
 13 a guarantor under this lease? What do you think your  
 14 obligations as a guarantor are?  
 15 **A. If I was the landlord, I would send a letter to**  
 16 **tell you the guarantor -- what is your guarantor? You**  
 17 **know, you guaranty the building. We just want to let you**  
 18 **know the building is not occupied. You know, if you know**  
 19 **any doctor, you know any practices, can you make sure they**  
 20 **occupy -- can you go and talk to current --**  
 21 Q. Show me in the lease where my client has that  
 22 obligation to you. Show me in the lease where my client  
 23 has that obligation to you?  
 24 MS. FALCON: Objection. Form.  
 25 **A. It is greed. Yeah. If you were human, you would**

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1 do that. That's just common sense. Common sense would  
 2 tell me to do that.  
 3 Q. (BY MS. ZIEK) That isn't common sense, ma'am.  
 4 A. It is.  
 5 Q. I'm asking you where we're obligated to do that  
 6 in the lease?  
 7 A. I think that it's just common sense. Like,  
 8 you don't -- you -- you know, like, if my credit card is  
 9 default, the credit card company does that, but they send  
 10 you -- like, I drive a car. My car go almost empty on the  
 11 gas. Common sense, the car flash, your car is about to be  
 12 empty out of gas.  
 13 Q. And you've been sued, correct, ma'am?  
 14 A. I didn't sue on this.  
 15 Q. Yeah. Okay. So you had notification?  
 16 A. After --  
 17 MS. FALCON: Objection. Form.  
 18 A. I just got sued this year -- I mean, 20 -- I just  
 19 got sued.  
 20 Q. (BY MS. ZIEK) Do you know how many attempts were  
 21 made to serve you, ma'am?  
 22 A. Huh-uh, no.  
 23 (Court reporter instruction.)  
 24 Q. (BY MS. ZIEK) Okay. We have broken our own  
 25 rules where we're talking over each other. Okay? So let

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1 me finish my question. Answer the question I ask. And,  
 2 again, if you need to expound on anything, you have a  
 3 lawyer that's more than capable of getting it out of you.  
 4 Okay. "KME accepted late payments from  
 5 tenants." Which tenants are you talking about, ma'am?  
 6 A. I think I'm talking about UMMC.  
 7 Q. Were you ever late? 1960?  
 8 A. I don't know.  
 9 Q. Well, who would know, ma'am, if you don't know?  
 10 A. My accountant would know. I told you we were in  
 11 financial problem. We had financial problem.  
 12 Q. And, again, how long were you in financial  
 13 problems?  
 14 A. Starting about 2017.  
 15 Q. So before my client ever bought the building, you  
 16 were having financial problems. Is that your statement?  
 17 A. When did they buy?  
 18 Q. My client bought sometime in March of 2018,  
 19 ma'am?  
 20 A. Okay.  
 21 Q. So you were having financial trouble before my  
 22 client bought the building. Is that your statement?  
 23 A. I think so.  
 24 Q. Okay, ma'am. Was there anything in the estoppel  
 25 or did -- agreement or letter or certificate or anywhere

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1 that you wrote as a tenant or even as the guarantor, who  
 2 knew the tenant was having financial -- financial  
 3 hardship, did you write Broadstone and let them know you  
 4 were having financial problems?  
 5 A. I don't know. I think they have our financials.  
 6 They request our financials and we provide them the  
 7 financial of 1960 Family Practice.  
 8 Q. Okay, ma'am. That wasn't the question, because  
 9 financials can be made to look any way they need to,  
 10 believe me.  
 11 A. I don't think so. Not my CPA.  
 12 Q. Not your CPA?  
 13 A. No.  
 14 Q. So you believe your financials would show that  
 15 you were having financial issues in 1960 Family Practice?  
 16 A. Whatever financial we have, we send it in  
 17 correctly.  
 18 Q. Okay. Did you also send in financials as a  
 19 guarantor?  
 20 A. I don't think they asked for that.  
 21 Q. That wasn't the question, ma'am. Did you send in  
 22 financials as a guarantor?  
 23 A. I don't remember.  
 24 Q. Did you have any conversations with anyone at  
 25 Broadstone as to the financial problems that 1960 Family

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1 Practice was having?  
 2 A. I don't know.  
 3 Q. You don't know whether you personally did or you  
 4 don't know whether somebody on your staff did?  
 5 A. I know I personally don't remember talking to  
 6 Broadstone. I do know that when they ask for financials,  
 7 we provide them financials.  
 8 Q. Did you have any conversations in 2018 or 2019  
 9 with KME about 1960 Family Practice having financial  
 10 problems?  
 11 A. Like I said, I only meet Jerry Stein -- I don't  
 12 know what his name is -- once, and I told him that we  
 13 would not be renewing the lease.  
 14 Q. Okay. Not renewing the lease and having  
 15 financial problems are two different things. You are  
 16 aware of that, right?  
 17 A. Correct.  
 18 Q. Okay. Question: Did you tell Jerry Stein, who  
 19 was a representative of KME at the time, that 1960 was  
 20 having financial problems?  
 21 A. He never ask. I don't remember saying anything  
 22 about financial or issue with financials.  
 23 Q. But you agree with me that in 2018 and '19 you  
 24 were having financial issues at 1960 Family Practice?  
 25 A. Correct. And, amazingly, we make our rent

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**1 obligation.**

2 Q. Up until the time you didn't, correct?

**3 A. Up to September 1, 2019.**

4 Q. And at no point in time when you were dealing

5 with David Ellent --

**6 A. David Ellent.**

7 Q. -- or UMMC did you inform Jerry Stein or KME that

8 you were selling your assets, correct?

**9 A. Huh?**

10 MS. FALCON: Objection. Form.

11 Q. (BY MS. ZIEK) That 1960 was selling its assets?

**12 A. Huh?**

13 Q. At no time in 2018 or '19 or during the duration

14 that you were talking to David Ellent or UMMC did you ever

15 inform KME Holdings, LLC, that you were selling the

16 assets, did you?

**17 A. We were selling assets but not at 51 percent. I**

**18 kept saying that over and over and over again.**

19 Q. Ma'am, you and I --

**20 A. We never sold 51 percent of our asset.**

21 (Discussion off record.)

22 MS. ZIEK: I still have a while.

23 MR. MATTHEWS: Do you?

24 Q. (BY MS. ZIEK) Okay. On 29 you say that KME

25 reached a settlement with current lessee, UMMC, which

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1 acquired all of 1960 Family Practice's assets and

2 liabilities.

3 You're telling me now that's not true,

4 correct?

5 MS. FALCON: Objection. Form.

6 Q. (BY MS. ZIEK) That was your statement earlier,

7 correct?

8 MS. FALCON: Objection. Form.

**9 A. What?**

10 Q. (BY MS. ZIEK) That UMMC did not acquire all of

11 1960 Family Practice's assets and liabilities, correct?

12 MS. FALCON: Objection, form.

**13 A. We still have --**

14 MS. ZIEK: What's your objection to the

15 form?

16 MS. FALCON: You are talking about what a

17 document says without asking her to look at the document

18 that actually governs what that actually says.

19 Q. (BY MS. ZIEK) Okay. Paragraph 29 in your -- in

20 exhibit number, whatever it is --

21 MS. POYSER: 30.

22 MS. ZIEK: Is it 30?

23 MS. POYSER: Uh-huh.

24 MS. FALCON: Not that exhibit. You are

25 asking her about the Asset Purchase Agreement, which --

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1 MS. ZIEK: No, I'm not.

2 MS. FALCON: -- which is --

3 MS. ZIEK: No, I'm not. I'm asking her

4 about Exhibit 30, the Second Amended Answer and

5 Counterclaim and Cross-Action.

6 Q. (BY MS. ZIEK) Paragraph 29, do you see it,

7 ma'am?

**8 A. Yes.**

9 Q. What does it say, please?

**10 A. That KME reach a settlement with the current**

**11 lessee, UMMC, which acquire all of 1960 Family Practice**

**12 assets and liability and under term of settlement receive**

**13 payment from UMMC for alleged amount owed under the lease.**

**14 The amount payment received by settlement must be credited**

**15 towards an outstanding amount alleged owed and due.**

16 Q. Okay. And what paragraph in the lease states

17 that that must occur?

**18 A. All liability is in the APA.**

19 Q. No, I didn't -- I'm sorry. It wasn't a clear

20 question.

21 It says, "The amount of payment received by

22 the settlement" -- and that's the settlement reached

23 between KME and UMMC, correct? -- "must be credited

24 towards the outstanding amount alleged owed and due."

25 Why is that, ma'am?

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**1 A. Because 2019 to June 2021 --**

2 Q. Uh-huh?

**3 A. -- if you said there were rent due or there was**

**4 a -- money due, if UMMC paid to KME a certain amount of**

**5 money and paid the lease a certain amount, I should get**

**6 credit for. Why would they get double-dipping? You can't**

**7 sue me and then you get money from UMMC, for what?**

8 Q. If I get -- if I lease to UMMC after June --

**9 A. After '21.**

10 Q. -- of 2021, the only person who would be entitled

11 to that credit would be the tenant, correct?

**12 A. The 1906 FP or the --**

13 Q. FP, Family Practice, correct?

**14 A. But the money that you receive, is it for the --**

**15 before -- I should get credit for the money that you**

**16 received -- what does that money represent?**

17 Q. It represents a lease, ma'am, a six-month lease?

**18 A. From what time to what time lease?**

19 Q. From June of 2021 through December of 2021?

20 MS. FALCON: Objection. Form.

21 MS. ZIEK: She asked what it represented. I

22 gave her that.

23 MS. FALCON: You're -- it's a best evidence.

24 You are describing a document that you have not put in

25 front of her and nor do you have in front of you.



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1 So, objection. Form.  
 2 MS. ZIEK: It doesn't matter. I know what  
 3 the time frame was. Okay?  
 4 MS. FALCON: Objection. Form.  
 5 Q. (BY MS. ZIEK) Okay, ma'am. Just assume with  
 6 me --  
 7 (Simultaneous speakers.)  
 8 Q. (BY MS. ZIEK) Wait a minute. No. Time out.  
 9 Assume with me, ma'am, that the lease  
 10 agreement is June 2021 through December 2021.  
 11 **A. No, I'm only obligate to June 2021.**  
 12 Q. Exactly. My point.  
 13 **A. Yeah, you -- you are suing --**  
 14 Q. So if I get money afterwards, you are not  
 15 entitled to that credit if it's for rent afterward s,  
 16 correct?  
 17 **A. How about rent before? Why didn't you use that**  
 18 **money to apply to credit for rent before?**  
 19 Q. Because I didn't have a lease before. I have a  
 20 lease now for a certain time frame, okay? And that's  
 21 money for that certain time frame that I'm obligated to  
 22 mitigate, because you told me to go out and find somebody,  
 23 right? That's what a nice landlord does; they go out and  
 24 try to find a tenant, correct? I think that's what you  
 25 said. Not greedy landlords.

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1 **A. Correct.**  
 2 Q. Okay. And so --  
 3 **A. So the money that -- should have been credited**  
 4 **towards me.**  
 5 Q. Okay. You need to let me finish --  
 6 **A. Okay. I'm sorry. I'm sorry.**  
 7 Q. -- before you start.  
 8 **A. That's fine.**  
 9 Q. Okay. So you've said that already in this  
 10 deposition, correct?  
 11 **A. Correct.**  
 12 Q. Okay. And so if I choose to go out and find a  
 13 lessee now for this building, it's for credit up until the  
 14 end of the initial term, correct? It's not credit -- it's  
 15 not crediting you as a guarantor would receive?  
 16 **A. That's why you are double-dipping. You're trying**  
 17 **to get me to go to pay for you before 2021. Now you get**  
 18 **UMMC to pay you after 2021. So you're -- and you're suing**  
 19 **both. You get -- you are suing me for what UMMC did not**  
 20 **pay from 2019 to 2021.**  
 21 Q. Not only what you UMMC but what 1960 Family  
 22 Practice didn't pay?  
 23 **A. Right. Did not pay, right.**  
 24 Q. Okay.  
 25 **A. Yeah, you are suing that.**

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1 Q. Okay.  
 2 **A. And what I'm saying is that you receive money**  
 3 **from UMMC. That money should have been credit towards me.**  
 4 Q. Why would it have been credited towards you if it  
 5 wasn't for a time frame that you weren't liable for?  
 6 **A. Because now you holding me liable for that.**  
 7 Q. I'm not holding you liable for after June 2021.  
 8 The Court has already said I can't hold you liable for  
 9 that.  
 10 **A. Exactly. So the money you received should have**  
 11 **been credit for me.**  
 12 Q. Oh, so in your opinion everything that we're  
 13 receiving now should be back-end loaded so that you don't  
 14 owe anything but then 1960 --  
 15 **A. Yes.**  
 16 Q. -- that you put into bankruptcy is supposed to  
 17 bear that burden. Is that your testimony, Dr. Le?  
 18 **A. I'm a guarantor.**  
 19 Q. Understand.  
 20 **A. But it means that I didn't occupy the building.**  
 21 **The tenant occupy the building. 1960 Family Practice**  
 22 **occupy the building. UMMC paid to you money. Any money**  
 23 **that UMMC paid to you should have been credit toward the**  
 24 **guarantor.**  
 25 Q. And I asked you where in the lease that it says

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1 that?  
 2 **A. Common sense.**  
 3 Q. It's not common sense, ma'am. I'm asking you,  
 4 where in the lease does it say that?  
 5 **A. Because that's what UMMC told me.**  
 6 Q. So now UMMC told you --  
 7 (Simultaneous speakers.)  
 8 **A. Yes.**  
 9 Q. (BY MS. ZIEK) Wait a minute.  
 10 **A. I had a conversation with Syed --**  
 11 Q. Okay. So --  
 12 **A. -- and I said, why did you not pay the lease and**  
 13 **put me into this bind so KME would sue me under the**  
 14 **guaranty. And Syed at UMMC said, no, I have to pay every**  
 15 **single dime that was owed to us.**  
 16 MS. ZIEK: Okay. Objection. Response.  
 17 **A. Okay. That's fine.**  
 18 Q. (BY MS. ZIEK) You are saying what somebody else  
 19 said. It's called hearsay.  
 20 Q. Okay.  
 21 MS. ZIEK: So, objection to your response.  
 22 Q. (BY MS. ZIEK) Let's move on.  
 23 Are you personally paying Porter & Hedges  
 24 for their services here?  
 25 MS. FALCON: You have our engagement

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1 agreement.

2 Q. (BY MS. ZIEK) I'm asking a question. Are you

3 personally paying for them?

4 **A. Yes.**

5 Q. Okay. It's not coming out of some -- an LLC that

6 you own?

7 **A. I think that's privileged information between me**

8 **and my lawyer.**

9 Q. Well, it's really not, but okay.

10 (Exhibit 31 marked.)

11 Q. (BY MS. ZIEK) Let me show you what's been marked

12 as Exhibit 31, ma'am.

13 MR. MATTHEWS: 31. Is that right?

14 MS. ZIEK: Uh-huh. I think that's right.

15 Q. (BY MS. ZIEK) This was something that you

16 produced to show the payments made to Porter & Hedges,

17 correct?

18 **A. Correct.**

19 Q. Because you've asked for now your attorney's

20 fees, correct?

21 **A. Correct.**

22 Q. Why is the client name yours individually and

23 Allergy of Texas, PLLC?

24 **A. Because the 1960 trustee sue Allergy of Texas.**

25 Q. So are these fees yours personally and Allergy of

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1 Texas, PLLC? So when the -- so the trustee has sued

2 Allergy Texas of -- PLLC. Is Porter & Hedges representing

3 you in that cause of action?

4 **A. Correct.**

5 Q. Okay. So are these fees segregated in any way or

6 do you receive one bill for both services?

7 **A. I don't know. I receive one bill like this and**

8 **we pay.**

9 MS. FALCON: I'm going to correct that, just

10 because it's on here. This matter is KME Holdings. The

11 other lawsuit is a different matter.

12 Q. (BY MS. ZIEK) Okay. Then why is Allergy of

13 Texas, PLLC, listed as the client in the KME Holdings

14 matter?

15 **A. You ask the lawyer. I don't know.**

16 MS. FALCON: Because they're both clients of

17 the firm.

18 Q. (BY MS. ZIEK) Does Allergy of Texas, PLLC, pay

19 for your personal services in the KME Holdings lawsuit?

20 **A. I don't know.**

21 Q. Who would know?

22 **A. No one, because when we get the bill, whatever**

23 **LLC has the money, we pay for that.**

24 Q. Okay. So is it your testimony, because this is

25 what I think I heard you just say, that whatever LLC has

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1 the money when you receive a bill from Porter & Hedges,

2 that's who pays it? Is that your testimony?

3 **A. From between Allergy of Texas and myself, yes.**

4 Q. Okay. Would there be other LLCs that might have

5 paid some of these bills?

6 **A. No.**

7 Q. Okay. After KME -- after -- I'm sorry. Let me

8 start over.

9 After 1960 Family Practice went into

10 bankruptcy -- well, let me start before that occurred.

11 After September 1st of 2019, who was

12 receiving the subtenant payments on Buildings 2 and 3?

13 **A. No one. I don't think we did. I don't remember.**

14 **We supposed to. And then we pay -- or I thought the**

15 **tenant told me, the subtenant, like the eye doctor, told**

16 **me that Jerry or somebody with KME told them to pay KME**

17 **directly.**

18 Q. Okay. Was there ever an occasion that you

19 received checks from the subtenants that were not passed

20 on to KME?

21 MS. FALCON: Objection. Form.

22 **A. I don't know.**

23 Q. (BY MS. ZIEK) Well, who would know, ma'am?

24 **A. My accountant would.**

25 Q. And who is the accountant?

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1 **A. Patricia McConnell.**

2 Q. Okay. So Patricia McConnell would be the only

3 person that would know if all of the subtenant payments

4 received by 1960 Family Practice were paid to KME. Is

5 that your statement?

6 **A. Yes.**

7 Q. Okay. Did you have any direct communications

8 with Jerry Stein or did everything go through Stacy

9 Williams and Patricia McConnell?

10 **A. I do not have any direct communication with Jerry**

11 **Stein except for one time when he came in the back --**

12 Q. When he came into the building?

13 **A. Yes.**

14 Q. Okay. And do you recall when that was?

15 **A. I don't remember. I -- somewhere when he**

16 **introduced himself as the new landlord.**

17 Q. So you had notification that KME Holdings had

18 bought the building. Is that correct?

19 **A. Jerry came and said he's the new landlord.**

20 Q. Was there ever an occasion that some of the

21 subtenants didn't pay their common area maintenance

22 assessments?

23 **A. Yes.**

24 Q. Did 1960 have to step in and pay those

25 assessments?

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1 **A. I don't know. I don't know.**  
 2 Q. Okay. Since you were considered the landlord on  
 3 the subleases, correct --  
 4 MS. FALCON: Okay. Form.  
 5 Q. (BY MS. ZIEK) Well, take a look at the sublease  
 6 that I gave you. In front of Lymphedema, who is listed as  
 7 the landlord?  
 8 **A. I am. We are.**  
 9 Q. Okay. So you were the landlord on the subleases,  
 10 correct?  
 11 MS. FALCON: Objection. Form.  
 12 **A. With Lymphedema, yes, I think so.**  
 13 **What exhibit is this with Lymphedema?**  
 14 MR. MATTHEWS: 25.  
 15 Q. (BY MS. ZIEK) 25.  
 16 **A. Okay. There you go, yes.**  
 17 Q. And even on the Building 3 draft that we had that  
 18 UMMC didn't sign, you were listed as the landlord on that,  
 19 correct?  
 20 MS. FALCON: Objection. Form.  
 21 **A. The Family Practice, 1960 Family Practice.**  
 22 Q. (BY MS. ZIEK) Okay. So 1960 Family Practice was  
 23 listed as landlord on the subleases, correct?  
 24 **A. Correct.**  
 25 Q. Okay. So if you were the landlord at that time

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1 and somebody such as Lymphedema wasn't paying their CAM,  
 2 what steps did you undertake to make sure the CAM was  
 3 paid?  
 4 MS. FALCON: Objection. Form.  
 5 **A. My staff would notify them.**  
 6 Q. (BY MS. ZIEK) So other than notification by your  
 7 staff, did 1960 step in and pay it?  
 8 **A. That, I don't know.**  
 9 Q. Would you agree with me that the CAM was part of  
 10 what was required to be paid to KME Holdings?  
 11 **A. No. I thought we only responsible for the base**  
 12 **rent.**  
 13 Q. You're unaware of the other charges contained  
 14 within the lease that you were responsible for?  
 15 **A. I thought we paid CAM directly.**  
 16 Q. When you say you thought you paid CAM directly --  
 17 **A. I thought the Family Practice paid CAM.**  
 18 Q. In what way, ma'am?  
 19 **A. I don't -- I don't know, but I thought that we**  
 20 **only collect the base rent from the subtenant.**  
 21 Q. So you thought on subtenants the only thing you  
 22 collected was base rent?  
 23 **A. Correct, that's what I thought. I don't know.**  
 24 **But I know when they -- they were -- Patricia has**  
 25 **mentioned that if Lymphedema has not been paid their**

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1 **CAM -- I know that we have sent a lot of notices to them.**  
 2 **My accountant called them. We used to have a lawyer and**  
 3 **she would be calling them.**  
 4 Q. And did she get anywhere, ma'am?  
 5 **A. I don't know. I thought -- they told me sometime**  
 6 **Lymphedema pay, sometime they don't pay.**  
 7 Q. Okay. And if Lymphedema didn't pay, did you ever  
 8 sue Lymphedema to enforce the sublease?  
 9 **A. No.**  
 10 Q. Did 1960 then step in and pay it when they knew  
 11 Lymphedema hadn't paid the charges they were responsible  
 12 for?  
 13 **A. I don't know.**  
 14 Q. And, once again, the only person who may know is  
 15 Patricia McConnell?  
 16 **A. Yes.**  
 17 Q. Did Ms. McConnell report to you when subtenants  
 18 weren't paying their bills?  
 19 **A. I think after many attempt, if she tries to**  
 20 **collect them and they did not pay.**  
 21 Q. And that was because you were still a guarantor,  
 22 correct?  
 23 **A. No, because 1960 Family Practice was the**  
 24 **landlord.**  
 25 Q. Was there ever an occasion that she was

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1 concerned -- if UMMC didn't pay, that she was concerned  
 2 that you were still the guarantor on the lease?  
 3 **A. I didn't know that UMMC didn't pay. I did not**  
 4 **know that.**  
 5 Q. Okay. Did the subtenants always pay on time,  
 6 ma'am?  
 7 **A. I don't know.**  
 8 (Exhibit 32 marked.)  
 9 Q. (BY MS. ZIEK) Let me show you what's been marked  
 10 as Exhibit Number 32.  
 11 MS. FALCON: Which exhibit?  
 12 MS. ZIEK: 32.  
 13 Q. (BY MS. ZIEK) Have you seen that before, ma'am?  
 14 **A. No.**  
 15 Q. Okay. It appears to be from Patricia McConnell,  
 16 correct?  
 17 **A. Correct.**  
 18 Q. Who is your accountant?  
 19 **A. Yes.**  
 20 Q. To Stacy Williams, who works in one of your  
 21 offices, correct?  
 22 **A. Correct.**  
 23 Q. Hold on one second.  
 24 And who is that third person?  
 25 **A. Hemant Khemka.**

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1 Q. Yes.

2 **A. He was Patricia's boss.**

3 Q. Okay. And what position did he hold -- did

4 Patricia McConnell work for your company or was she a CPA

5 on her own?

6 **A. She work for me.**

7 Q. Okay. And so it would stand to reason that her

8 boss worked for you as well, correct?

9 **A. Correct.**

10 Q. And it says, "I received the email below from

11 Jerry Stein today, who is a representative for KME

12 Holdings."

13 And this is dated December 20, 2019,

14 correct?

15 **A. Correct.**

16 Q. And it basically is a -- this is after the Asset

17 Purchase Agreement, correct?

18 **A. Correct.**

19 Q. And it says, "Last night I received the below

20 text from Jerry which I had forwarded to Hemant. Based on

21 my discussion with Hemant, he was going to talk with Ryan

22 as Jerry is threatening to lock the doors on the IT space

23 in Building 2 and on Building 3. These buildings have a

24 personal guarantee from Dr. Le on them for rent."

25 Do you see that?

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1 **A. Yes.**

2 Q. And this was a notification that rent was late in

3 December of 2019, correct?

4 **A. Yes, I see that.**

5 Q. Okay. Were you aware of that situation?

6 **A. No.**

7 Q. So your employees weren't passing along things

8 that were going forward, correct?

9 **A. Correct.**

10 Q. Okay. So, at the time, did you ever discover

11 that KME had not received its rent on December 20th of

12 2019 at all, from any of your employees?

13 **A. No.**

14 Q. Okay. Do you know what steps they undertook to

15 make sure that this rent was paid?

16 **A. I think we talked to Ryan. Ryan is an employee**

17 **of UMMC.**

18 Q. Okay. But obviously the rent was late, correct?

19 **A. It looks like that was our December rent.**

20 Q. And 1960 Family Practice was obligated to pay it,

21 correct?

22 **A. Yes.**

23 Q. And if 1960 Family Practice hadn't paid it, then

24 you, as a guarantor, would have been obligated to pay it,

25 correct?

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1 **A. Well, not paying it, but I would be stepping in**

2 **and seeing why this rent was not paid.**

3 Q. Okay. So you think a guarantor just steps in to

4 see why rent is not being paid; they're not obligated to

5 pay it if it's late?

6 **A. I think that the tenant should try everything**

7 **they can, work out the solution with the landlord and**

8 **get -- and be paid, but the tenant is the one that benefit**

9 **from having the space and all that.**

10 Q. But 1960 Family Practice was no longer in this

11 location, correct?

12 **A. No, 1960 Family Practice has kind of never**

13 **been -- like I said, 1960 Physician Associates are all the**

14 **physicians that are using the space, but 1960 Family**

15 **Practice -- we're like the landlord.**

16 Q. I understand you are like the landlord, but

17 you're our tenant, correct? You are KME Holdings' tenant?

18 **A. Correct.**

19 Q. And you are the one who have leased these

20 premises, correct?

21 **A. Correct.**

22 Q. And you are the person who is supposed to be on

23 the premises, correct?

24 **A. No, we -- we, as 1960 Family Practice, lease it**

25 **out to 1960 Physician Associates for them to see their**

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1 **patients.**

2 Q. Okay. Where is that lease, ma'am?

3 **A. I don't know.**

4 Q. There's a lease with a nonprofit?

5 **A. I don't know. It may not have. We just kind**

6 **of -- when we -- 1960 Family Practice has the building.**

7 **1960 Physician Associates hire the doctors and they're the**

8 **ones that occupy the building --**

9 Q. Okay.

10 **A. -- since 2016.**

11 Q. Other than the declarations you have requested in

12 here, have you requested any other relief against my

13 client?

14 **A. What do you mean? I don't understand the**

15 **question.**

16 Q. Well, this is your lawsuit against my client.

17 What have you -- what are you requesting from my client?

18 **A. That we would release Dr. Hoang and her**

19 **percentage -- the relief. You read it today.**

20 Q. Okay. That's been taken out of your lawsuit.

21 What are you asking the Court to order against my client,

22 KME?

23 **A. I want to have credit for the money that UMMC**

24 **paid to KME.**

25 Q. And you can't, as we sit here today, point to any

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1 provision where you get credit for any payments made after  
 2 June of 2021, can you?  
 3 MS. FALCON: Objection. Form.  
 4 **A. I don't know how much they did not pay. Like I**  
 5 **said, I thought they paid the rent.**  
 6 Q. (BY MS. ZIEK) Ma'am, what steps did you  
 7 undertake to ensure that UMMC was paying the rent?  
 8 **A. Because I was never -- I was never in**  
 9 **communication with Jerry. Jerry never told me that they**  
 10 **didn't pay the rent. I didn't know they didn't pay the**  
 11 **rent.**  
 12 MS. ZIEK: Objection. Form.  
 13 Q. (BY MS. ZIEK) What steps did you take?  
 14 **A. For what?**  
 15 Q. Did you write a check every month? 1960 was  
 16 primarily responsible, correct? Did 1960 write a check  
 17 every month? Because there was no sublease, no  
 18 assignment, therefore it was 1960 Family Practice's  
 19 obligations to make these payments. Did you ensure that  
 20 those payments were made on a monthly basis as the  
 21 president of the tenant?  
 22 **A. Because --**  
 23 Q. I didn't ask -- that's a yes or no, ma'am.  
 24 **A. I don't know. I don't know what you are trying**  
 25 **to ask me to do. All I know is that UMMC said they would**

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1 **take care of the rent and they will pay to KME directly.**  
 2 Q. Okay.  
 3 **A. And other subtenant told me that KME, Jerry**  
 4 **and -- they said he was not a nice landlord like you were,**  
 5 **but that's besides the point. He said that he direct them**  
 6 **to pay everything to him, that nothing go through Family**  
 7 **Practice anymore.**  
 8 Q. And that was his right when Family Practice  
 9 abandoned the premises, correct?  
 10 **A. We didn't abandon the premises.**  
 11 Q. Well, were you still on the premises, ma'am?  
 12 **A. Our stuff was on the premises. We sold it to**  
 13 **UMMC.**  
 14 Q. Then it's no longer your stuff, is it?  
 15 **A. But at the same time -- no, no, no, the Family**  
 16 **Practice, PA, is seeing the patient.**  
 17 Q. Ma'am, yes or no. Once you sold it to UMMC, it  
 18 was no longer 1960 Family Practice's stuff, was it?  
 19 **A. The name was. The obligation. You told us there**  
 20 **was the obligation still there. You are saying Family**  
 21 **Practice still obligated.**  
 22 Q. Exactly. But you weren't on the premises, were  
 23 you? Were you physically on those premises, ma'am, after  
 24 September 1st of 2019?  
 25 **A. No.**

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1 Q. Okay. Was any of your staff on those premises  
 2 after September 1st of 2019?  
 3 **A. No.**  
 4 Q. So you were no longer on the premises, correct?  
 5 **A. Yes, I was no longer on the premise.**  
 6 Q. You hadn't sold 1960 Family Practice's name,  
 7 correct?  
 8 **A. Correct.**  
 9 Q. And so who for 1960 Family Practice, PA, was  
 10 still on the premises after September 1st of 2019?  
 11 **A. The 1960 Family Practice. The name is still --**  
 12 **we are still obligated for the lease, as you said.**  
 13 Q. Okay. And so what did you or your staff  
 14 undertake to ensure that your obligations were being paid?  
 15 **A. That's what we said to UMMC, send us the check**  
 16 **and we'll send it to the landlord.**  
 17 Q. Okay. And did that occur?  
 18 **A. Subtenant told us they are no longer able to send**  
 19 **a check to me because the landlord direct them to send it**  
 20 **directly to him.**  
 21 Q. That's correct, because 1960 -- none of your  
 22 people were left on the premises, correct?  
 23 **A. But they can mail the check to us or you can wire**  
 24 **a check to us. I don't understand what you are trying to**  
 25 **say. My point is that --**

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1 Q. Okay. Did you --  
 2 **A. I was told by Syed at UMMC that Jerry Stein**  
 3 **direct UMMC to send a check to him. And we all did. They**  
 4 **all listened and send the check to him.**  
 5 Q. Okay, ma'am. But you also understood that UMMC  
 6 had no subtenant agreement with you, correct?  
 7 **A. Correct.**  
 8 Q. Also had no assignment of my lease to them,  
 9 correct?  
 10 **A. Correct. And they are supposed to, but they**  
 11 **didn't do it.**  
 12 Q. Okay. And that plays into how is that my  
 13 client's fault?  
 14 **A. Then why did they -- why did Jerry Stein told the**  
 15 **subtenant or other tenant to direct pay to him, because**  
 16 **they do not pay to 1960 Family Practice.**  
 17 Q. You understand that under those subleases and the  
 18 consents, we have that right? You do understand that,  
 19 right?  
 20 **A. Okay. Okay. So you do have that right.**  
 21 Q. Okay. Were you not aware of that?  
 22 **A. My point is you say what step did I take.**  
 23 **There's nothing I can do when the landlord said send all**  
 24 **the checks to me. Don't send to Family Practice. Leave**  
 25 **them kind of like -- get them out of the loop --**



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1 Q. 1960 Family Practice could have been paying it  
 2 all along though, correct?  
 3 **A. What do you mean?**  
 4 Q. They could have paid for their obligations?  
 5 **A. I didn't know it was not fulfilled. That's the**  
 6 **whole point I'm telling you. I did not know that.**  
 7 Q. But whose obligation is it when you place people  
 8 in there my client didn't agree to lease to? You placed  
 9 people in there. You allowed UMMC in there, correct?  
 10 MS. FALCON: Objection. Form.  
 11 Q. (BY MS. ZIEK) 1960 Family Practice sold their  
 12 assets in place with the location to UMMC, correct?  
 13 **A. 1960 Family Practice has the lease, and it leased**  
 14 **to -- like I said, the UMMC bought the equipment and the**  
 15 **asset, but it did not buy the company. The company still**  
 16 **us.**  
 17 Q. I don't have a problem with --  
 18 **A. I don't understand what you are trying to tell**  
 19 **me.**  
 20 Q. What I'm trying to say is who allowed UMMC to  
 21 come in and take over the assets? Who allowed that,  
 22 ma'am?  
 23 **A. We, 1960 Family Practice, has the right to sell**  
 24 **the asset to UMMC.**  
 25 Q. That's correct. But you have no right to place

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1 them into our building, correct?  
 2 **A. They're not placed into your building. The**  
 3 **Family Practice, the Physician Associates, has always been**  
 4 **there. Syed did not come and put himself into that**  
 5 **building, no. There was no building office going there.**  
 6 **Everything was the same.**  
 7 **Before 2019, the building was brown. The**  
 8 **patient come in. They see "1960 Family Practice." After**  
 9 **2019, they still see 1960 Family Practice, the same name,**  
 10 **the same people. The building says "1960."**  
 11 Q. So did you receive all of the revenue after 2019  
 12 from Physicians Association? Did 1960 Family Practice,  
 13 PA, do all the billing and receive all the monies from the  
 14 work being done at those buildings, ma'am? Did they?  
 15 **A. Yeah, they kept the money in 1960 PA. Yes.**  
 16 Q. So 1960 -- after September 1st of 2019, all of  
 17 the money on the work that the physicians were doing after  
 18 that date flowed through 1960?  
 19 **A. No, it still stay in 1960 PA. I don't think --**  
 20 **there is 1960 PA. It has all the physicians. The**  
 21 **physician come, see the patient at this building, okay,**  
 22 **Family Practice building. UMMC just bought the asset, the**  
 23 **chairs, the furniture.**  
 24 Q. I understand that.  
 25 **A. They did not move over. The building did not**

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1 **say --**  
 2 Q. Well, wait a minute. Did they move all that  
 3 furniture and equipment and everything out of those  
 4 buildings?  
 5 **A. No.**  
 6 Q. They utilized it within those buildings, correct,  
 7 ma'am?  
 8 **A. They did not utilize it. I'm telling you.**  
 9 **They -- there is no UMMC name. You walk into 1960 Family**  
 10 **Practice building today, is there a UMMC name on it?**  
 11 Q. Ma'am --  
 12 **A. That's my point, because if you -- if you say**  
 13 **they occupy your building or I did not -- why did I allow**  
 14 **them to do that. Just like Lymphedema, Lymphedema's name**  
 15 **is on the building.**  
 16 Q. Understand, ma'am.  
 17 **A. UMMC's name is not on the building.**  
 18 Q. But UMMC is not owned by you, is it, ma'am?  
 19 **A. No.**  
 20 Q. Okay.  
 21 **A. And they did not own the building.**  
 22 Q. And neither did you, correct?  
 23 **A. Neither is me.**  
 24 Q. Okay. And so --  
 25 (Simultaneous speakers.)

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1 MR. MATTHEWS: You-all --  
 2 **A. I think you keep going around and around in**  
 3 **circle.**  
 4 Q. (BY MS. ZIEK) No, you keep going around in  
 5 circles.  
 6 **A. I don't know what to tell you anymore. I'm just**  
 7 **telling you it is the way it is. 1960 Family Practice --**  
 8 Q. And I'm asking you what -- how did the landlord  
 9 consent to the sale of its assets, your sale of its assets  
 10 to UMMC, and the use of their building without you still  
 11 remaining responsible?  
 12 **A. That's why 1960 Family Practice is still**  
 13 **responsible.**  
 14 Q. And you as a guarantor are, up to a certain  
 15 point, correct?  
 16 **A. Up to June 2021.**  
 17 Q. Okay.  
 18 REPORTER: What number is that?  
 19 WITNESS: 33.  
 20 REPORTER: Oh, it is 33?  
 21 MS. ZIEK: Uh-huh.  
 22 (Exhibit 33 marked.)  
 23 Q. (BY MS. ZIEK) Okay. Dr. Le, will you turn to  
 24 page 3. Okay. You gave a general objection that you  
 25 basically, in your individual capacity, were responding to

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1 this and not in your capacity as 1960 Family Practice  
 2 president, correct? That's what the first paragraph  
 3 basically says.  
 4 **A. Yes.**  
 5 Q. Okay, ma'am. I asked for "any and all  
 6 correspondence or agreements between KME and you  
 7 individually."  
 8 Other than the lease agreements and the  
 9 estoppel certificates, do you know of any other  
 10 agreements?  
 11 **A. Not that I know.**  
 12 Q. Okay. And it's your testimony that you have no  
 13 correspondence between you or KME. Is that your --  
 14 **A. Not that I know. Not that I'm aware of**  
 15 **personally.**  
 16 Q. Okay. Did you do --  
 17 **A. Except for the one time.**  
 18 Q. Okay. Did you do a search of your computers to  
 19 make sure that you had never had any communications with  
 20 anybody, Jerry Stein, Matt Cartwright, anybody at KME?  
 21 **A. I did a search on my AskDrLe@1960familypractice.**  
 22 **They should -- that's my business email.**  
 23 Q. Uh-huh.  
 24 **A. I did a search on COO@medicalcareoftexas.com.**  
 25 Q. Uh-huh.

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1 **A. And I did a search on HLEMD@hotmail.com.**  
 2 Q. Uh-huh.  
 3 **A. I did not see any correspondence.**  
 4 Q. Okay. The next one is "all correspondence and  
 5 agreements between UMMC and you concerning the premises  
 6 located at 847 and 845 Cypress Creek Parkway."  
 7 Do you see that, ma'am?  
 8 **A. Yes.**  
 9 Q. Okay. And other than purchase agreement, ma'am,  
 10 are there -- and the IT agreement that we've introduced  
 11 into evidence, are there any other agreements?  
 12 **A. I don't -- I don't know. I don't know if there's**  
 13 **any other agreements.**  
 14 Q. Well, did you have an agreement with UMMC, with  
 15 the pharmacy?  
 16 **A. Oh, the sale of my Express Specialty Pharmacy?**  
 17 **Yes, it's after 2019. It was --**  
 18 Q. Well, this says from January 1st of 2018 to  
 19 present. Do you see that, ma'am?  
 20 **A. What number is this?**  
 21 Q. Number 2.  
 22 **A. "All correspondence and agreement between United**  
 23 **Medical Center, Defendant, concerning premises located at**  
 24 **847" -- right here, right here.**  
 25 **I don't have anything regarding --**

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1 Q. The premises?  
 2 **A. -- the premises, these Building 2 and Building 3.**  
 3 Q. Okay. So the pharmacy was not in either of those  
 4 buildings?  
 5 **A. Correct.**  
 6 Q. Okay. But there is a sale of a pharmacy between  
 7 you and UMMC?  
 8 **A. Correct.**  
 9 Q. Okay. How about communications or correspondence  
 10 with UMMC -- between you and UMMC?  
 11 **A. I had a -- there was no written communication,**  
 12 **but I have met with Syed. And I ask him, why didn't you**  
 13 **pay the lease, so, you know, I get sued for being a**  
 14 **guarantor. And he said to me that he already pay all the**  
 15 **leases for KME. He pay all his obligation to KME.**  
 16 Q. His obligations. He didn't say he paid yours,  
 17 correct?  
 18 **A. Well, he said he paid all the liability of 1960**  
 19 **Family Practice.**  
 20 Q. And when did he make that statement, ma'am?  
 21 **A. A month ago.**  
 22 MS. FALCON: Can we take a quick break?  
 23 It's been about two hours.  
 24 MS. ZIEK: Sure.  
 25 (Recess taken from 3:02 p.m. to 3:22 p.m.)

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1 Q. (BY MS. ZIEK) Dr. Le, before we took a break, we  
 2 were looking at your responses to the subpoena duces  
 3 tecum, which were the documents you were to bring with you  
 4 today. However, in accordance with my agreement with  
 5 counsel, she produced them early to me, okay?  
 6 **A. What exhibit are we looking at, what number?**  
 7 Q. We're looking at Exhibit Number 34 -- no, 33.  
 8 **A. 33. Okay, I have it.**  
 9 Q. Okay. And I believe we were on Number 4: "All  
 10 payments from any person or entity for rent, taxes,  
 11 interest, or other expenses with regard to the two  
 12 premises my client is the landlord on, received by you  
 13 from January 1st of 2018 to present, including all  
 14 payments received by you or any entity owned or controlled  
 15 by you for subtenants at either address cited herein."  
 16 Okay. Do you recall receiving any payments  
 17 from subtenants for rent, taxes, or other expenses, which  
 18 are the CAM, after September 1st of 2019?  
 19 **A. I don't know.**  
 20 Q. Okay, ma'am. Do you know if you paid ad valorem  
 21 taxes for the years 2019 for either of those premises?  
 22 **A. I don't know.**  
 23 Q. Do you know if you paid any insurance for those  
 24 premises after September 1st of 2019?  
 25 **A. I don't know. However, it's in the bankruptcy**

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**1 court, I believe. Patricia would know because she would**  
**2 file that with the bankruptcy court.**  
 3 Q. Okay. This is before the bankruptcy, ma'am.  
 4 Because I understand you filed bankruptcy approximately  
 5 November or December of 2020, correct?  
**6 A. Correct.**  
 7 Q. Okay. So for 2019, which taxes and insurance  
 8 would have been due sometime -- well, at least ad valorem  
 9 taxes would have been due by January 31st of 2020. Did  
 10 you make any payments for ad valorem taxes on either of  
 11 those locations?  
**12 A. I think it would be in the bankruptcy court, like**  
**13 I said, because we --**  
 14 Q. So is that a no, you didn't --  
**15 A. I don't know.**  
 16 Q. -- make payments?  
**17 A. I don't know.**  
 18 Q. Who would know if you made any ad valorem tax  
 19 payments for that year?  
**20 A. Patricia, the CPA.**  
 21 Q. If they weren't made and they were due, would  
 22 Ms. McConnell come to you for the money?  
**23 A. Yes.**  
 24 Q. Okay. Do you recall Ms. McConnell coming to you  
 25 to pay any of the ad valorem taxes on either of those

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1 premises for the year 19 -- I'm sorry, 2019?  
**2 A. No, I don't remember.**  
 3 Q. Okay. Same question on 2020.  
**4 A. I don't remember.**  
 5 Q. Okay. And it's -- and what I'm also asking is,  
 6 in 2020, did Ms. McConnell, who knew you were the guaranty  
 7 on these as per the email we've -- I'm sorry, the email  
 8 we've looked at, would she have come to you and said, hey,  
 9 look, 1960 is in bankruptcy. Somebody needs to pay these  
 10 ad valorem taxes in 2020?  
**11 A. I don't know.**  
 12 Q. You don't recall that conversation with her or  
 13 you don't think it occurred?  
**14 A. I don't recall that conversation or I don't**  
**15 remember she came and talked to me about the taxes**  
**16 obligation on these buildings.**  
 17 Q. Do you recall any insurance obligations on these  
 18 buildings that 1960 Family Practice was to pay? And if  
 19 1960 Family Practice didn't pay them, you, as a guarantor,  
 20 were obligated to pay them?  
**21 A. Like I said, I don't remember that she asked me**  
**22 to pay any kind of obligation on the building.**  
 23 Q. Okay. Number 5, "All correspondence between you  
 24 and any entity or person who has occupied the premises  
 25 located at 847 Cypress Creek or 845 Cypress Creek from

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1 January 1st of 2018 to present."  
 2 You objected to that, and you said that you  
 3 would limit your response to responsive communications  
 4 dated from and after September 19th. Do you see that?  
**5 A. Yes.**  
 6 Q. But it doesn't show that you produced anything?  
**7 A. Because I don't have anything. I search my**  
**8 email. I did not see anything.**  
 9 (Exhibit 34 marked.)  
 10 Q. (BY MS. ZIEK) Well, let's talk about what you  
 11 don't have. Did you see Exhibit Number 34, which is  
 12 something your counsel did produce? And I only have one  
 13 extra copy. I'll give you mine.  
 14 This is a text exchange, is it not, that you  
 15 produced?  
**16 A. I did not produce. I don't know.**  
 17 MS. FALCON: Well, we did. We did produce  
 18 it. This is one that Stacy and your team pulled.  
**19 A. Okay.**  
 20 Q. (BY MS. ZIEK) And at the top it says, "I just  
 21 emailed both of you an email that I had received from  
 22 Jerry Stein this morning. After I sent that email, I  
 23 received the following text."  
 24 And it basically says "just sent your email  
 25 to both Hemant Khemka --

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**1 A. Uh-huh.**  
 2 Q. Is that how his name is pronounced?  
**3 A. Hemant Khemka, yeah.**  
 4 Q. Okay.  
 5 -- "Hemant Khemka and to Stacy Williams?"  
 6 Do you see that?  
**7 A. Yes, I do see that.**  
 8 Q. And the email that was being sent was, "Great.  
 9 It would be nice if someone would have the courtesy to  
 10 reply to my emails and voicemails. I am sure we will get  
 11 your attention when people show up for work Monday morning  
 12 and the locks have changed," correct? Did I read that  
 13 correctly?  
**14 A. Yeah, you did.**  
 15 Q. Okay. And it says, "I just sent to Dr. Le, Syed,  
 16 Ravi, and Ryan."  
 17 Do you see that?  
**18 A. Yes.**  
 19 Q. What was sent to you, ma'am?  
**20 A. I don't have it. I don't know.**  
 21 Q. Is there some reason you don't have your emails  
 22 or your text messages back this far?  
**23 A. What year is this? 2019?**  
 24 Q. Yes, ma'am.  
**25 A. Uh-huh. I look through my email. Like I said,**

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1 **AskDrLe@1960FP.net, HLEMD@hotmail, and --**  
 2 Q. Who is Ravi?  
 3 **A. Ravi is with UMMC.**  
 4 Q. Who is Ryan?  
 5 **A. Ryan work for UMMC.**  
 6 Q. So three parties at UMMC and yourself, because  
 7 Syed is UMMC, correct? Owns it?  
 8 **A. Correct, correct.**  
 9 Q. So you had some indication, at least to December  
 10 of 2019, things weren't being paid, correct?  
 11 **A. I did not know. No, I did not.**  
 12 Q. Well, it says, "I just sent to Dr. Le." Do you  
 13 have some reason to believe that's not true?  
 14 **A. I have some reason to believe I never received**  
 15 **the email or I never checked the email to see anything**  
 16 **that came through.**  
 17 Q. Okay. So Stacy Williams -- I'm sorry, Patricia  
 18 McConnell, who works for you, never had any conversation  
 19 with you about, gee, in December of 2019, they're coming  
 20 to lock the doors because we haven't paid rent at these  
 21 buildings?  
 22 **A. Correct, I never -- I didn't know that, no.**  
 23 Q. Okay. Where does Patricia McConnell live?  
 24 **A. In Tomball.**  
 25 Q. And she works for you at what location?

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1 **A. I think this was -- before that she was working**  
 2 **from home.**  
 3 Q. Where does she work for you now, ma'am?  
 4 **A. Oh, she work in the building -- Spring building**  
 5 **on 2920.**  
 6 Q. 2920. What's the address?  
 7 **A. 5037-B FM 2920, Spring, Texas 77388.**  
 8 Q. Okay. And does that -- does that location --  
 9 does she have a telephone number that you know?  
 10 **A. I don't know. I know she has a telephone. I**  
 11 **don't even know what that number is.**  
 12 Q. Okay. And if someone were to go look to locate  
 13 Ms. McConnell in that office building, what suite would  
 14 she be in?  
 15 **A. One of the room in the back. I don't know what**  
 16 **suite would that be.**  
 17 Q. Well, ma'am, is it a suite that you have an  
 18 office at?  
 19 **A. Yes, that building, I own that building, that**  
 20 **5037.**  
 21 Q. But you don't know the suite that Ms. McConnell  
 22 works in. Is that your statement?  
 23 **A. Yes, I don't know what suite. She takes one of**  
 24 **the back room.**  
 25 Q. Is there more than one suite to that building?

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1 **A. There's multiple room. There's only two suite.**  
 2 Q. Okay. So if there are only two suites, what  
 3 suite would she be in?  
 4 **A. Like I said, I don't know what suite. Is it A or**  
 5 **B, I'm not sure.**  
 6 Q. What suite are you in, ma'am?  
 7 **A. I don't even know it either. I don't know**  
 8 **whether Suite A or Suite B. It's a small building, and I**  
 9 **own that building.**  
 10 Q. I get that you own it, but I'm finding it  
 11 difficult to believe you don't know what suite you office  
 12 in?  
 13 **A. It doesn't matter. I don't have a suite. I**  
 14 **don't know. I just walk in. Whoever's office is open, I**  
 15 **just walk in. I don't really work in that office either.**  
 16 Q. Okay. So it's your testimony you have no email  
 17 correspondence, no text messages, no anything. Is that  
 18 correct?  
 19 **A. Regarding the rent did not make by UMMC.**  
 20 Q. Well, it's all communications, ma'am.  
 21 **A. All communication regarding the --**  
 22 Q. Those two premises, correct?  
 23 **A. Yes, those premises.**  
 24 Q. Well, it could be as much as a subtenant telling  
 25 you they are going to pay their rent or any of that. You

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1 don't have any communications with subtenants?  
 2 **A. I have -- no, I have communication with the eye**  
 3 **doctor, Dr. Chundru.**  
 4 Q. Okay. Did you produce that?  
 5 **A. I can.**  
 6 Q. Okay. Was there any reason you didn't produce it  
 7 prior to today?  
 8 **A. I didn't know you wanted it from Dr. Chundru, the**  
 9 **eye doctor.**  
 10 Q. Did you have any communications with Lymphedema  
 11 telling them that they owed money?  
 12 **A. No. I did have communication with Dr. Kevin**  
 13 **Moran who was a sublease from me and then it got changed**  
 14 **to Dr. David Ellent.**  
 15 Q. Okay. And so you've had communications with them  
 16 as well?  
 17 **A. Correct. I didn't know that you want**  
 18 **communication with the subtenant other than UMMC about the**  
 19 **lease. I thought the -- I can produce communication**  
 20 **between 1960 Family Practice with the other subtenant.**  
 21 Q. Okay. On Number 6 we asked for "All agreements  
 22 to lease, sublet, or offer to lease or any similar  
 23 documents indicating yours or any entity owned or  
 24 controlled by you, including 1960 Family Practice's  
 25 permission to occupy any of the premises located at the's

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1 -- well, it's two -- there's two things -- "located at 847  
 2 or 845 Cypress Creek from January 1st of '18 to present."  
 3 And even though you objected to it, you  
 4 agreed to produce the subtenant leases in effect on  
 5 September 1st of 2019. Do you see that, ma'am?  
 6 **A. Yes.**  
 7 Q. Okay. Do you recall -- do you recall what  
 8 subtenants there were when you were no longer -- when 1960  
 9 Family Practice, PA, was no longer on the premises?  
 10 **A. Besides UMMC?**  
 11 Q. Yes, ma'am.  
 12 **A. The eye doctor, the respiratory doctor,**  
 13 **Lymphedema, and one more. I think rheumatology.**  
 14 Q. What was Genesis?  
 15 **A. Genesis is a primary care group with oncology,**  
 16 **and they sublease from Kevin Moran, who sublease from me.**  
 17 **He was an orthopedic doctor.**  
 18 Q. Okay. Were you aware that Genesis moved out?  
 19 **A. Oh, when? When did they move out? No, I was not**  
 20 **aware of that.**  
 21 Q. Okay. So you had no idea that Genesis also moved  
 22 out and broke their sublease?  
 23 **A. I did not know that.**  
 24 Q. Okay. Number 8 says "All payments made by you on  
 25 the guaranty agreement made the basis of this suit."

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1 You're saying you've made no payments or you  
 2 can't locate any payments?  
 3 **A. I don't know if -- if there were any payment,**  
 4 **Patricia would have known.**  
 5 Q. Okay. Okay. "All statements made by you in your  
 6 individual capacity or in your capacity as an authorized  
 7 agent for 1960 Family Practice's dealing with the issue of  
 8 rent following 1960 Family Practice's sale of its assets,  
 9 including any statements made in the 341 meeting to the  
 10 trustee."  
 11 Do you see that?  
 12 **A. What number is this?**  
 13 Q. Number 9.  
 14 **A. Okay.**  
 15 Q. Did you produce those? I didn't get 341 meeting  
 16 minutes.  
 17 MS. FALCON: I thought we did produce those.  
 18 I think you have to get those from the trustee.  
 19 MS. ZIEK: If you -- I didn't get -- I  
 20 didn't see them, but I'm not going to say they weren't  
 21 there, because I haven't gone through every native format  
 22 thing that you forwarded over. I've only been through the  
 23 PDFs and some other stuff, so it may be there. If it is  
 24 there, just point it out and I'll just deal with it.  
 25 Q. (BY MS. ZIEK) Okay. The next one is "All

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1 documents produced to Dr. Nguyen by you in Cause  
 2 Number 2019-46875."  
 3 Do you see that, ma'am?  
 4 **A. Yes.**  
 5 Q. And you objected to that, correct?  
 6 **A. Correct.**  
 7 Q. Are you saying that there's no crossover between  
 8 those two lawsuits and this lawsuit?  
 9 **A. I don't know. That's -- my attorney would have**  
 10 **to figure it out.**  
 11 Q. Okay, ma'am. But personally do you believe  
 12 there's any crossover between the two?  
 13 **A. What lawsuit?**  
 14 Q. Between the one that -- Dr. Nguyen is suing you  
 15 for in Cause Number 2019-46875?  
 16 **A. I do think there are some relate.**  
 17 Q. So there is some relation, right?  
 18 **A. Yes.**  
 19 Q. Okay. Number 11, "All agreements for settlement,  
 20 indemnification, compromise, guaranty or any other kind of  
 21 agreement which you have entered into with any other  
 22 person relating to this lawsuit."  
 23 Have you made any agreements with any of the  
 24 other guarantors to indemnify them, ma'am, in this  
 25 lawsuit?

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1 **A. In this KME lawsuit?**  
 2 Q. Yes, ma'am.  
 3 **A. Well, it's -- the lawsuit is myself, Alex Nguyen,**  
 4 **and Annie Hoang.**  
 5 Q. Correct.  
 6 **A. Correct.**  
 7 Q. Have you made any agreements with them to  
 8 indemnify you?  
 9 **A. No.**  
 10 Q. Have you made any agreements to indemnify them?  
 11 **A. (Nodding negatively.)**  
 12 Q. No?  
 13 You produced the lease guaranty. You  
 14 produced...  
 15 Okay. Did you make -- I didn't see any  
 16 payments. How would you normally pay KME?  
 17 **A. I don't know.**  
 18 Q. So you don't know how 1960 Family Practice  
 19 normally paid KME?  
 20 **A. No.**  
 21 Q. Do you know if it was by wire or check?  
 22 **A. I don't know.**  
 23 Q. Who would know?  
 24 **A. Patricia.**  
 25 MS. ZIEK: Are we on 35?



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1 MR. MATTHEWS: Yeah.

2 Q. (BY MS. ZIEK) When did 1960 Family Practice file

3 for bankruptcy?

4 **A. It's on the record. I think November 2021. I**

5 **don't -- I don't remember exactly.**

6 Q. Could it be November of 2020?

7 **A. Oh, November 2020, yeah.**

8 Q. And I think earlier you said that you placed 1960

9 Family Practice, PA, into bankruptcy without any meeting

10 with either Drs. Nguyen or Annie Hoang?

11 **A. We had a meeting. But since I was the majority**

12 **shareholder and the managing partner, so the decision was**

13 **made.**

14 Q. Okay. So now you're saying there was a meeting?

15 **A. There was a meeting with me and my lawyer.**

16 Q. Okay. That wasn't what I asked. I asked was

17 there ever a meeting with doctors -- I'm sorry, Dr. Nguyen

18 and Dr. Hoang before 1960 Family Practice, PA, was placed

19 into bankruptcy?

20 **A. According to my lawyer, I don't have to.**

21 Q. That wasn't the question, ma'am.

22 **A. Okay. No. No.**

23 Q. It's yes or no.

24 **A. No.**

25 Q. Did you have a meeting with your other

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1 shareholders?

2 **A. No, there was no meeting.**

3 Q. And so in November of 2020, you put 1960 Family

4 Practice, PA, into bankruptcy, correct?

5 **A. Correct.**

6 Q. At the time you put it into bankruptcy, you filed

7 certain schedules and declared under penalties of perjury

8 these were the amounts due and owing, correct?

9 **A. Correct.**

10 Q. Okay. Let me show you what's been marked as

11 Exhibit Number 35.

12 (Exhibit 35 marked.)

13 Q. (BY MS. ZIEK) This is an exhibit and it's called

14 A/B, up at the top, #11B. Do you see that, ma'am? And it

15 is a UMMC Receivable Detail. Do you see that?

16 **A. Where is that, on what -- page 1?**

17 Q. It's on page 1.

18 **A. Yeah.**

19 Q. Up at the top it says "Exhibit A/B #11B,"

20 correct?

21 **A. Correct.**

22 Q. And it says "UMMC" under that, correct?

23 **A. Correct.**

24 Q. And then over to the side, starting on the

25 right-hand, it says, "UMMC Receivable Detail," correct?

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1 **A. Uh-huh, correct.**

2 Q. And this was part of what you filed in the

3 bankruptcy court. Is that correct?

4 **A. Correct.**

5 Q. Okay. And so what did this receivable represent?

6 **A. It represent the unpaid, the amount of money that**

7 **UMMC should have paid.**

8 Q. To whom, ma'am?

9 **A. To -- for example, to the Physicians Alliance of**

10 **Red Oak, on rent -- for rent in building -- in Spring**

11 **building. It says right here, ultimately owed to**

12 **Physicians Alliance of Red Oak. Ultimately -- you can see**

13 **all of that -- ultimately owed to Broadstone.**

14 Q. But whose receivable was this, ma'am?

15 **A. It was UMMC, 2019.**

16 Q. I understand that. But who did UMMC owe pursuant

17 to your schedule and bankruptcy?

18 **A. This is rent money.**

19 Q. I understand that, ma'am. But isn't this what

20 1960 was claiming was owed to them as a receivable from

21 UMMC?

22 **A. Yes.**

23 Q. Okay. So let's go to page 2. And I think if you

24 start down -- and it starts with 9 -- 11/15 of 2019. It's

25 about halfway down the page. And the number is \$903.79,

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1 "5 percent late fee, November 2019 rent - 847 Cypress

2 Creek Parkway, Building 3."

3 Do you see this?

4 "Amount ultimately payable to KME Holdings,

5 LLC."

6 **A. 992,000 -- I mean, \$992.**

7 MR. MATTHEWS: You said the wrong date.

8 Q. (BY MS. ZIEK) 903.79.

9 **A. Yes.**

10 MR. MATTHEWS: You said the wrong date, I

11 think. 12/15.

12 Q. (BY MS. ZIEK) 12/15 of 2019?

13 **A. I see 12/17 of 2019.**

14 Q. Keep going down, ma'am.

15 **A. Okay.**

16 Q. Till you hit where --

17 **A. 2 -- yes, yes.**

18 Q. Do you see it, 11/15 of 2019?

19 **A. Yes.**

20 Q. "903.79, 5 percent late fee, November 2019 rent."

21 Do you see that ultimately owed to KME?

22 **A. Yes.**

23 Q. Okay. Where did you come up with all of these

24 numbers?

25 **A. Patricia pull it from her QuickBooks.**

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1 Q. Okay. So these are the amounts you acknowledged  
 2 are due KME, correct --  
 3 MS. FALCON: Objection. Form.  
 4 Q. (BY MS. ZIEK) -- as of November of 2020 when you  
 5 filed bankruptcy?  
 6 MS. FALCON: Objection. Form.  
 7 Q. (BY MS. ZIEK) Well, you swore to the schedule,  
 8 correct?  
 9 **A. Correct. Whatever is on the schedule, that's**  
 10 **correct.**  
 11 Q. Okay. And so real estate taxes from September of  
 12 '19 to December of '19, amount ultimately owed to  
 13 Physicians Alliance of Red Oak, LLP.  
 14 Did Physicians Alliance of Red Oak, LP, pay  
 15 those taxes?  
 16 **A. Yes.**  
 17 Q. Why would Physicians Alliance of Red Oak, LP, pay  
 18 taxes owed by 1960 Family Practice, PA, on the buildings  
 19 owned by my clients?  
 20 **A. No, no, no. No. What is it? I'm confused. The**  
 21 **Physician Red Oak -- Physicians Alliance Red Oak, we don't**  
 22 **pay taxes on building that owned by your client. We pay**  
 23 **taxes on both buildings that's owned by Physicians**  
 24 **Alliance of Red Oak on Spring building.**  
 25 Q. Okay. Well, that's not what that says, ma'am.

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1 \$19,518.57, real estate property taxes from September of  
 2 2019 to December of 2019 for 847 Cypress Creek Parkway,  
 3 Building 3, Houston, Texas, which is one of my client's  
 4 buildings, correct?  
 5 **A. Correct.**  
 6 Q. And then it says, out to the side, "Amount  
 7 ultimately owed to Physicians Alliance of Red Oak, LP."  
 8 Is that incorrect?  
 9 **A. I would have to ask Patricia. But my suspect is**  
 10 **that Patricia took -- borrow money from our old building**  
 11 **and paid the taxes, but I don't know. I would have to ask**  
 12 **her because she's a CPA and she pulled the schedule for**  
 13 **QuickBooks.**  
 14 Q. Okay. And so as we go down, there's certain  
 15 amounts paid. It looks like the rent goes up on June 1st  
 16 of 2020, correct? There's a rent increase?  
 17 **A. Yes.**  
 18 Q. And then it continues on. And then we get down  
 19 to 11/6 of 2020, and it says, "One year of future rent  
 20 payments for Building 3."  
 21 Do you see that?  
 22 **A. Yes.**  
 23 Q. Why would she have been adding one year's worth  
 24 of rent payments that -- was she also under the assumption  
 25 that this was a ten-year lease?

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1 **A. Correct. I think she thought from November to**  
 2 **June 2021.**  
 3 Q. Okay. And the same thing, if you go to the  
 4 second page, although it is for building -- a different  
 5 building, Building 2, she also puts in a year's worth of  
 6 future rent payments on that building as well, correct?  
 7 **A. What amount is it?**  
 8 Q. \$43,917.72?  
 9 **A. Correct. Right, because we all under the**  
 10 **assumption the lease -- that we obligate to --**  
 11 Q. And the only amount that she actually has you  
 12 liable for in Building 3 appears to be the IT space,  
 13 correct -- I'm sorry, in Building 2?  
 14 **A. Yes.**  
 15 Q. Okay. So it has no amounts for subtenants that  
 16 didn't pay, correct?  
 17 **A. Correct.**  
 18 Q. It has no amounts for tenants -- I'm sorry,  
 19 subtenants that didn't pay CAM, correct?  
 20 **A. Correct.**  
 21 Q. And it has no amounts for subtenants who moved  
 22 out of their spaces prior to their leases ending, correct?  
 23 **A. Correct.**  
 24 Q. And then at the bottom you say, "Plus  
 25 miscellaneous fees, including but not limited to late

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1 fees, interest, attorneys' fees for Brookstone Cypress MOB  
 2 and KME," correct --  
 3 **A. Correct.**  
 4 Q. -- "for which there are pending lawsuits"?  
 5 **A. Not Broadstone. Broadstone is a nonsuit now.**  
 6 Q. Okay. But you say "for which there are pending  
 7 lawsuits."  
 8 Do you see that ma'am?  
 9 **A. Yes.**  
 10 Q. Okay. So at least in 2020, November of 2020, you  
 11 knew there was a lawsuit, correct, ma'am?  
 12 **A. Of what?**  
 13 MS. FALCON: Objection. Form.  
 14 **A. No, I don't know. Like I said --**  
 15 MS. FALCON: Which lawsuit?  
 16 **A. Which lawsuit, on which company?**  
 17 Q. (BY MS. ZIEK) It says interest and attorneys'  
 18 fees for Broadstone Cypress MOB, LLC, and KME LLC for  
 19 which there are pending lawsuits?  
 20 **A. Pending lawsuit from Cypress MOB and pending**  
 21 **lawsuit from KME.**  
 22 Q. Okay. So as -- when you filed in November of  
 23 2020, you knew there was a pending lawsuit, correct,  
 24 ma'am?  
 25 **A. No. Pending law -- okay. Pending lawsuit of**

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1 **Cypress MOB, I don't think it was filed back there. I**  
 2 **don't know. I would have to go back and look at all that**  
 3 **number and what it is. That's why we assigned zero.**  
 4 Q. Well, you assigned zero because it says "unknown  
 5 amount," correct?  
 6 **A. It's unknown amount.**  
 7 Q. OKAY. But at least you knew there was a lawsuit  
 8 going on?  
 9 **A. I don't know about that. I don't. Seriously, I**  
 10 **don't know.**  
 11 Q. Well, somebody knew about it because somebody put  
 12 it on a schedule, correct?  
 13 **A. Patricia would be the one who filled out a**  
 14 **schedule and put on the schedule, correct, yes.**  
 15 MS. ZIEK: Can we take a five-minute break?  
 16 I might be pretty close to being finished.  
 17 MS. FALCON: Sure.  
 18 (Recess taken from 3:51 p.m. to 4:02 p.m.)  
 19 MS. ZIEK: I'm going to reserve the rest of  
 20 my questions until they finish, see if I have any more,  
 21 but I'm passing the witness.  
 22 MS. FALCON: If y'all don't mind, it would  
 23 be really nice if we could just reschedule this for a  
 24 different day. She's got a depo on Monday. She's also,  
 25 you know, got her knee thing. You've got stuff you need

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1 to do. I think it would be very nice. We can try to get  
 2 some dates. You said before June 4th?  
 3 MS. POYSER: 4th.  
 4 MS. FALCON: We'll try to work on that.  
 5 We'll look at your schedule tomorrow.  
 6 If that's okay with you.  
 7 MR. MATTHEWS: Yeah, it's okay. I mean, you  
 8 know, because either way, I don't think we are going to  
 9 finish today.  
 10 MS. FALCON: That's the point. Why start if  
 11 you're not going to finish.  
 12 MR. MATTHEWS: Okay.  
 13 (Deposition Recessed at 4:03 p.m.)  
 14  
 15  
 16  
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 24  
 25

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1 CORRECTIONS AND SIGNATURE  
 2 WITNESS NAME: HUONG LE NGUYEN DATE: 05/19/2022  
 3 PAGE LINE CHANGE REASON  
 4  
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1 I, HUONG LE NGUYEN, have read the foregoing  
 2 deposition and hereby affix my signature that same is  
 3 true and correct, except as noted on the correction  
 4 page.  
 5  
 6  
 7  
 8 THE STATE OF TEXAS )  
 9 COUNTY OF \_\_\_\_\_ )  
 10  
 11 Before me \_\_\_\_\_ on this day  
 12 personally appeared HUONG LE NGUYEN, known to me or  
 13 proved to me on the oath of \_\_\_\_\_ or  
 14 through \_\_\_\_\_ (description of identity  
 15 card or other document) to be the person whose name is  
 16 subscribed to the foregoing instrument and acknowledged  
 17 to me that he/she executed the same for the purposes and  
 18 consideration therein expressed.  
 19 Given under my hand and seal of office this \_\_\_\_\_  
 20 day of \_\_\_\_\_, 2022.  
 21  
 22  
 23  
 24 My Commission Expires:  
 25

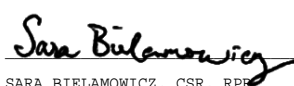
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1 CAUSE NO. 2020-01418  
 2 KME HOLDINGS, LLC, ) IN THE DISTRICT COURT OF  
 3 )  
 4 Plaintiffs, )  
 5 )  
 6 VS. ) HARRIS COUNTY, TEXAS  
 7 )  
 8 1960 FAMILY PRACTICE, )  
 9 P.A., PHYSICIANS ALLIANCE )  
 10 OF RED OAK, L.P., UNITED )  
 11 MEMORIAL MEDICAL CENTER, )  
 12 LLC, HUONG LE NGUYEN, )  
 13 QUOC D. LE, AND ALEX L. )  
 14 NGUYEN, ) 189TH JUDICIAL DISTRICT  
 15 )  
 16 Defendants. )  
 17  
 18 REPORTER'S CERTIFICATION  
 19 DEPOSITION OF HUONG LE NGUYEN  
 20 TAKEN MAY 19, 2022  
 21 I, SARA BIELAMOWICZ, Certified Shorthand Reporter  
 22 in and for the State of Texas, hereby certify to the  
 23 following:  
 24 That the witness, HUONG LE NGUYEN, was duly sworn  
 25 by the officer and that the transcript of the oral  
 deposition is a true record of the testimony given by  
 the witness;  
 That the deposition transcript was submitted on  
 June 02, 2022 to the witness or to the attorney for  
 the witness for examination, signature and return to me,  
 by June 22, 2022; (20 days);  
 That pursuant to information given to the  
 deposition officer at the time said testimony was taken,  
 the following includes all parties of record and the

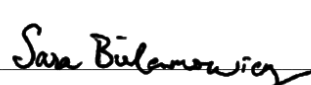
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1 amount of time used by each party at the time of the  
 2 deposition:  
 3 FOR THE PLAINTIFF:  
 04:32  
 4 Ms. Robin M. Ziek  
 ROBIN M. ZIEK - ATTORNEY AT LAW  
 5 24 Greenway Plaza, Suite 2050  
 Houston, Texas 77046  
 6 713.222.8030  
 Rziek@sbcglobal.net  
 7  
 8 FOR THE DEFENDANT, HUONG LE NGUYEN:  
 00:00  
 9 Ms. Amy C. Falcon  
 PORTER HEDGES, LLP  
 10 1000 Main Street, 36th Floor  
 Houston, Texas 77002  
 11 713.226.6681  
 Afalcon@porterhedges.com  
 12  
 13 FOR THE DEFENDANT, UNITED MEMORIAL MEDICAL CENTER:  
 00:00  
 14 Ms. Sharlene A. Poyser  
 THE POYSER LAW FIRM  
 15 1001 Texas Avenue, Suite 400  
 Houston, Texas 77002  
 16 832.498.5434  
 sharlene@thepoyserlawfirm.com  
 17  
 18 FOR THE DEFENDANT, ALEX L. NGUYEN:  
 00:00  
 19 Mr. Jeff Matthews  
 ATTORNEY AT LAW  
 20 P.O. Box 982  
 Katy, Texas 77492  
 21 281.772.0772  
 Jeff.superdocs@gmail.com  
 22  
 23  
 24  
 25

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1 I further certify that I am neither counsel for,  
 2 related to, nor employed by any of the parties in the  
 3 action in which this proceeding was taken, and further  
 4 that I am not financially or otherwise interested in the  
 5 outcome of the action.  
 6 Further certification requirements pursuant to Rule  
 7 203 of Texas Code of Civil Procedure will be certified  
 8 to after they have occurred.  
 9  
 10 Certified to by me this 2nd day of  
 11 June, 2022.  
 12  
 13  
 14   
 SARA BIELAMOWICZ, CSR, RPR  
 15 CSR NO. 4838; Expiration Date: 1-31-23  
 Lexitas - Firm Registration No. 95  
 16 13101 Northwest Freeway, Suite 210  
 Houston, Texas 77040  
 281-469-5580  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

Page 188

1 FURTHER CERTIFICATION UNDER RULE 203 TRCP  
 2 The original deposition was/was not returned to the  
 3 deposition officer on \_\_\_\_\_;  
 4 If returned, the attached Changes and Signature  
 5 page contains any changes and the reasons therefor;  
 6 If returned, the original deposition was delivered  
 7 to Ms. Robin M. Ziek, Custodial Attorney;  
 8 That \$ \_\_\_\_\_ is the deposition officer's  
 9 charges to Plaintiff for preparing the original  
 10 deposition transcript and any copies of exhibits;  
 11 That the deposition was delivered in accordance  
 12 with Rule 203.3 and that a copy of this certificate was  
 13 served on all parties shown herein and filed with the  
 14 Clerk.  
 15 Certified to by me this \_\_\_\_\_ day of  
 16 \_\_\_\_\_, 2022.  
 17  
 18  
 19   
 SARA BIELAMOWICZ, CSR, RPR  
 20 CSR NO. 4838; Expiration Date: 10-31-22  
 Lexitas - Firm Registration No. 95  
 21 13101 Northwest Freeway, Suite 210  
 Houston, Texas 77040  
 281-469-5580  
 22  
 23  
 24  
 25

<b>Exhibits</b>	<b>\$903.79</b> 175:25	<b>18</b> 169:2
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